



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

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

**Tuesday, November 12, 2024
6:30 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.

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

City's Website:

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

YouTube:

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

Facebook:

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

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16

CLOSED SESSION: 5:30 P.M.

ROLL CALL:

Corona, Rabb, Rogers, Nava, Vargas

- A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 3 cases:
 - 1. Panattoni Development Company, Inc. v. City of Perris CVRI2203028
 - 2. City of Menifee v. City of Perris CVRI2203040
 - 3. City of Perris v. City of Menifee, et al CVRI2303456
- B. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 2 cases
- C. Public Employee Performance Evaluation – City Attorney- Government Code Section 54957 (b)(1)

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

2. ROLL CALL:

Corona, Rabb, Rogers, Nava, Vargas

3. INVOCATION:

Pastor Terry Wells
First Baptist Church of Perris
311 E. 5th St. Perris CA 92571

4. PLEDGE OF ALLEGIANCE:

Councilmember Corona will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS:

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

A. Presentation to Sheriff’s Volunteers Michael McAleavey and Shawn Haughney in recognition of their years of service to the Riverside County Sheriff’s Department and the City of Perris.

B. City of Perris Employee of the Quarter Recognition for Third Quarter of 2024.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

9. APPROVAL OF MINUTES:

- A. Consideration to approve the minutes of the Regular Joint Meeting held on October 8, 2024 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

10. CONSENT CALENDAR:

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

- A. Consideration to adopt the Second Reading of Proposed Ordinance Number (next in order) authorizing the levy of a Special Tax within Improvement Area No. 2 of the Community Facilities District No. 2022-4 (Park West) of the City of Perris. Improvement Area No. 2 is located south of Nuevo Road and to the east and west of Evans Road.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 2 OF SAID DISTRICT

- B. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of Tracts 31157, 31157-1, 31157-2 and 31157-3 (Park West)- to Maintenance District No. 84-1 (Lighting). Tracts 31157, 31157-1, 31157-2 and 31157-3 are located south of Nuevo Road near Evans Road; (APN(s) 310-180-070, 310-180-071, 310-180-072 and 310-180-075); (Owner(s): PW Land Investments, L.P.-Pulte Home Company, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE

PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 INTO MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 14, 2025

- C. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of Tracts 31157, 31157-1, 31157-2 and 31157-3 (Park West)- to Landscape Maintenance District No. 1 (LMD 1). Tracts 31157, 31157-1, 31157-2 and 31157-3 are located south of Nuevo Road near Evans Road; (APN(s) 310-180-070, 310-180-071, 310-180-072 and 310-180-075); (Owner(s): PW Land Investments, L.P.-Pulte Home Company, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 192 TRACTS 31157, 31157-1, 31157-2, & 31157-3 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF TRACTS 31157, 31157-1, 31157-2, & 31157-3 TO BENEFIT ZONE 192, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 192, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 192, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF TRACTS 31157, 31157-1, 31157-2, & 31157-3 TO BENEFIT ZONE 192, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 14, 2025

- D. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of Tracts 31157, 31157-1, 31157-2 and 31157-3 (Park West)- to Flood Control Maintenance District No. 1 (FCMD 1). Tracts 31157, 31157-1, 31157-2 and 31157-3 are located south of Nuevo Road near Evans Road; (APN(s) 310-180-070, 310-180-071, 310-180-072 and 310-180-075); (Owner(s): PW Land Investments, L.P.-Pulte Home Company, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO BENEFIT ZONE 156, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 14, 2025

- E. Consideration to approve a request by IDIL Perris Logistics Center for a full road closure for Case Road reconstruction southeast of Mapes Road.
- F. Consideration to approve a TUMF Funding/Reimbursement Agreement in the amount of \$13,898,000 with Western Riverside Council of Governments (WRCOG) for construction of the Ethanac Road Bridge over San Jacinto River, and the roadway extension to the western City Limits (CIP S139).

- G. Consideration to approve Amendment No. 2 to the Contract Services Agreement with Mark Thomas for the I-215/Harley Knox Interchange Improvements Projects Approval and Environmental Document (PA&ED) increasing the contract cost in the amount of \$383,000.00, to comply with Caltrans requirements under CEQA and NEPA.
- H. Consideration to approve a contract with ACT 1 Construction Inc. to install a new sewer main and septic-grinder pump for the Development Services Building (135 N. "D" Street). This includes a sewer main, septic-grinder pump, gas line repair, and electrical for \$130,970.52, including a 20% contingency, which will be paid from available ARPA funds.
- I. Consideration to approve a request by NPG Asphalt for a full road closure for Patterson Avenue south of Markham Avenue to the Dead End.
- J. Consideration to approve a contract with Cintas Corporation for facility equipment rental and supplies with the Public Works Department for a three-year period with an amount not to exceed \$50,000.00 per fiscal year.
- K. Consideration to award a contract to Letner Roofing Company for Ceasar Chavez Library in the amount of \$305,029.00 for a term of 60 days, weather permitting.
- L. Consideration to award and approve a Professional Services Contract to and with IDS Group for professional architectural services for the Bob Glass Gym, Community Program Enhancement Project located at 101 N. D Street, Perris, CA 92570 in the amount of \$211,761.00 for an 18-month term.
- M. Consideration to award and approve a Professional Services Contract to and with IDS Group for professional architectural services for the Rotary Park Lighting Project located at 1491 South A Street, Perris, CA 92570 in the amount of \$93,721 for a 12-month term.
- N. Consideration to adopt Proposed Resolution Numbers (next in order) approving the establishment of the City of Perris Motlagh Scholarship Foundation.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,
 APPROVING AND ESTABLISHING THE FORMATION OF THE
 MOTLAGH SCHOLARSHIP FOUNDATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
 FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE
 PROVISION OF CITY RESOURCES AND FUNDING FOR
 CONTRIBUTION MATCH OF ONE HUNDRED THOUSAND DOLLARS
 (\$100,000) TO THE MOTLAGH SCHOLARSHIP FOUNDATION AND
 APPROVES SUCH SPECIFIED CONTRIBUTION MATCH OF ONE

HUNDRED THOUSAND DOLLARS (\$100,000) TO THE MOTLAGH SCHOLARSHIP FOUNDATION

- O. Consideration to approve Amendment No. 1 to the Amended and Restated Agreement for Professional Services with Blue Stone Management, LLC (BSM) for Perris Downtown Skills Training and Job Placement Center Design and Construction Management Services, for an increase of \$18,000, totaling \$1,181,204.
- P. Consideration to approve the City’s Investment Statements of Compliance for the quarter ended September 30, 2024.
- Q. Consideration to approve the City’s Monthly Check Register for the month of September 2024.
- R. Consideration to consent to the Assignment and Assumption of a portion of the Parkwest Development Agreement from PW Land Investments, LP and MP Parkwest Partners, LP to KB Home Cal Management Services, LLC, for the Parkwest project located south of Nuevo Road and west of Dunlap Road

11. PUBLIC HEARINGS:

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

- A. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of CUP 22-05100 (Raising Cane’s)- to the City’s Maintenance Districts. CUP 22-05100 is located at the southeast corner of Nuevo Road and Old Nuevo Road; (APN(s) Portion of 311-050-054); (Owner: Nuevo Gateway, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF CUP 22-05100 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

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

WORK IN CONNECTION WITH ANNEXATION OF CUP 22-05100 TO BENEFIT ZONE 191, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

Introduced by: City Engineer John Pourkazemi

PUBLIC COMMENT

- B. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of CUP 22-05100-(Raising Cane's) to CFD 1-S (South Perris Public Services District)-Annexation No. 12. CUP 22-05100 is located at the southeast corner of Nuevo Road and Old Nuevo Road. (APN(s) 311-050-054); (Owner: Nuevo Gateway, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 12 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 12 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 12 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- C. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 21-00013- (Perris Gateway Commerce Center)- to the City's Maintenance Districts. DPR 21-00013 is located on Ramona Expressway between Nevada Road and Webster Avenue; (APN(s) 317-120-022, 317-120-023, 317-120-024, 317-120-025, 317-120-026, 317-120-027, 317-120-028, and 317-120-030); (Owner: Perris Owner, LLC; Perris Retail Owner, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00013 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00013 TO BENEFIT ZONE 190, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00013 TO BENEFIT ZONE 155, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

Introduced by: City Engineer John Pourkazemi

PUBLIC COMMENT

- D. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of DPR 21-00013-(Perris Gateway Commerce Center) to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 68. DPR 21-00013 is located on Ramona Expressway between Nevada Road and Webster Avenue; (APN(s) 317-120-022, 317-120-023, 317-120-024, 317-120-025, 317-120-026, 317-120-027, 317-120-028, and 317-120-030); (Owner: Perris Owner, LLC; Perris Retail Owner, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 68 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 68 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 68 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- E. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of DPR 21-00013-(Perris Gateway Commerce Center) to CFD 2018-02 (Public Services District)-Annexation No. 25. DPR 21-00013 is located on Ramona Expressway between Nevada Road and Webster Avenue; (APN(s) 317-120-022, 317, 120-023, 317-120-024, 317-120-025, 317-120-026, 317-120-027, 317-120-028, and 317-120-030); (Owner: Perris Owner, LLC; Perris Retail Owner, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 25 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 25 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 25 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- F. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 20-00019-Three (3) Industrial Buildings- to CFD 2018-02 (Public Services District)-Annexation No. 26. DPR 20-00019 is located at the

southeast corner of Harley Knox Boulevard and Indian Avenue. (APN(s) 302-090-062 and 302-090-063); (Owner: HKI Business Park)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 26 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 26 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 26 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- G. Consideration to adopt Proposed Resolution Number (next in order) authorizing the lien cancellation of parcels from Zone 2 of Community Facilities District No. 2021-1 (Avion Pointe/Acacia) if the special tax obligation is satisfied through prepayment pursuant to Section 6.A. of the CFD 2021-1 Rate and Method of Apportionment. CFD No. 2021-1 is located at Windflower Lane and W. Bowen Road (Avion Pointe Tract) and E. Nuevo Road and Murrieta Road (Acacia Tract).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS CONSIDERING A PREPAYMENT BY DR HORTON OF ITS OBLIGATIONS WITH RESPECT TO COMMUNITY FACILITIES DISTRICT NO. 2021-1 (AVION POINTE/ ACACIA) OF THE CITY OF PERRIS FOR ZERO DOLLARS AND AUTHORIZING RECORDING OF A NOTICE OF CESSATION OF SPECIAL TAX LIEN AND CERTAIN RELATED MATTERS

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- H. Consideration to adopt Proposed Resolution Number (next in order) a proposal to consider an appeal of the Planning Commission denial of Conditional Use Permit (CUP) 22-05023 for the construction of a 395,500 square foot industrial warehouse building that has since been revised to a smaller 350,000 square foot industrial warehouse and two business park buildings totaling 14,000 square feet on 19.16-acres, located on the southwest corner of Mapes Road and Trumble Road, in the Business Park (BP) Zone. (Applicant: Kamran Benjy, Blue Marquise)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OVERTURNING THE PLANNING COMMISSION'S DECISION THEREBY ADOPTING MITIGATED NEGATIVE DECLARATION NUMBER 2387 AND APPROVING CONDITIONAL USE PERMIT 22-05023 FOR THE CONSTRUCTION OF A 350,000 SQUARE FOOT INDUSTRIAL WAREHOUSE AND TWO BUSINESS PARK BUILDINGS TOTALING 14,000 SQUARE FEET ON APPROXIMATELY 19.16 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF MAPES ROAD AND TRUMBLE ROAD, BASED ON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL AND THE MITIGATION MONITORING AND REPORTING PROGRAM.

OR;

Consideration to adopt Proposed Resolution Number (next in order) affirming the Planning Commission's decision thereby denying Conditional Use Permit (CUP 22-05023).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AFFIRMING THE PLANNING COMMISSION'S DECISION THEREBY DENYING CONDITIONAL USE PERMIT 22-05023 FOR THE CONSTRUCTION OF A 350,000 SQUARE FOOT INDUSTRIAL WAREHOUSE AND TWO BUSINESS PARK BUILDINGS TOTALING 14,000 SQUARE FEET ON APPROXIMATELY 19.16 ACRES OF LAND LOCATED ON THE SOUTHWEST CORNER OF MAPES ROAD AND TRUMBLE ROAD, AND MAKING FINDINGS IN SUPPORT THEREOF.

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- I. Consideration to adopt Proposed Resolution Number (next in order) affirming the Planning Commission's decision thereby denying Vesting Parcel Map 23-05059 (VPM 38814), Conditional Use Permits (CUP's) 23-05047, 23-05208, 23-05210, and Development Plan Reviews (DPR's) 23-00013 and 23-00014 for the construction of the Case Road Mixed-Use Project consisting of an industrial warehouse building, a self-storage and outdoor RV parking facility, a hotel, and a commercial shopping center located north of Ethanac Road, south of Watson Road, between Green Valley Parkway and Case Road. (Applicant: Derek Barbour, Richland Real Estate Fund)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AFFIRMING THE PLANNING COMMISSION'S DECISION THEREBY DENYING VESTING PARCEL MAP 38814 (VPM23-05059), CONDITIONAL USE PERMIT (CUP) 23-05047, DEVELOPMENT PLAN REVIEW (DPR) 23-00013, DEVELOPMENT PLAN REVIEW (DPR) 23-00014, CONDITIONAL USE PERMIT (CUP) 23-05208, AND CONDITIONAL USE PERMIT (CUP) 23-05210 TO FACILITATE THE CONSTRUCTION OF CASE ROAD MIXED-USE PROJECT CONSISTING OF AN INDUSTRIAL WAREHOUSE BUILDING, COMMERCIAL SHOPPING CENTER, SELF-STORAGE RV PARKING FACILITY, AND HOTEL ON 44.9 ACRES GENERALLY LOCATED NORTH OF ETHANAC ROAD, SOUTH OF WATSON ROAD BETWEEN GREEN VALLEY PARKWAY AND CASE ROAD, AND MAKING FINDINGS IN SUPPORT THEREOF.

OR;

Consideration to adopt Proposed Resolution Numbers (next in order) overturning the Planning Commission's decision thereby adopting the Fourth Addendum to the Environmental Impact Report of the Green Valley Specific Plan (GVSP) and adopting the Mitigation Monitoring and Reporting Plan; overturning the Planning Commission's decision thereby approving Vesting Parcel Map 23-05059 (VPM 38814), Conditional Use Permits (CUP's) 23-05047, 23-05208, 23-05210, and Development Plan Reviews (DPR's) 23-00013 and 23-00014.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OVERTURNING THE PLANNING COMMISSION'S DECISION THEREBY ADOPTING THE FOURTH ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT OF THE GREEN VALLEY SPECIFIC PLAN PREPARED FOR VESTING PARCEL MAP 38814 (VPM23-05059), CONDITIONAL USE PERMIT (CUP) 23-05047, DEVELOPMENT PLAN REVIEW (DPR) 23-00013, DEVELOPMENT PLAN REVIEW (DPR) 23-

00014, CONDITIONAL USE PERMIT (CUP) 23-05208, AND CONDITIONAL USE PERMIT (CUP) 23-05210 TO FACILITATE THE CONSTRUCTION OF CASE ROAD MIXED-USE PROJECT CONSISTING OF AN INDUSTRIAL WAREHOUSE BUILDING, COMMERCIAL SHOPPING CENTER, SELF-STORAGE RV PARKING FACILITY, AND HOTEL ON 44.9 ACRES GENERALLY LOCATED NORTH OF ETHANAC ROAD, SOUTH OF WATSON ROAD BETWEEN GREEN VALLEY PARKWAY AND CASE ROAD, BASED UPON THE FINDINGS NOTED HEREIN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OVERTURNING THE PLANNING COMMISSION'S DECISION THEREBY APPROVING VESTING PARCEL MAP 38814 (VPM 23-05059), CONDITIONAL USE PERMIT (CUP) 23-05047, DEVELOPMENT PLAN REVIEW (DPR) 23-00013, DEVELOPMENT PLAN REVIEW (DPR) 23-00014, CONDITIONAL USE PERMIT (CUP) 23-05208, AND CONDITIONAL USE PERMIT (CUP) 23-05210 TO FACILITATE THE CONSTRUCTION OF CASE ROAD MIXED-USE PROJECT CONSISTING OF AN INDUSTRIAL WAREHOUSE BUILDING, COMMERCIAL SHOPPING CENTER, SELF-STORAGE RV PARKING FACILITY, AND HOTEL ON 44.9 ACRES GENERALLY LOCATED NORTH OF ETHANAC ROAD, SOUTH OF WATSON ROAD BETWEEN GREEN VALLEY PARKWAY AND CASE ROAD, BASED UPON THE FINDINGS HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- J. Consideration to adopt Proposed Resolution Number (next in order) affirming the Planning Commission's decision thereby denying General Plan Amendment (GPA) 22-05326, Zone Change (ZC) 22-05327, TPM 22-05328 (TPM 38600), and Development Plan Review (DPR) 22-00030-a proposal to facilitate the construction of a 412,348 square-foot industrial warehouse building on 19.9 acres, located at the northwest corner of Sherman Road and Ethanac Road. (Applicant: Noah Shih, Hillwood)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AFFIRMING THE PLANNING COMMISSION'S DECISION THEREBY DENYING GENERAL PLAN AMENDMENT (GPA) 22-05326, ZONE CHANGE (ZC) 22-05327, TENTATIVE PARCEL MAP 38600 (TPM 22-05328), AND DEVELOPMENT PLAN REVIEW (DPR) 22-00030 TO FACILITATE THE CONSTRUCTION OF A 412,348 SQUARE-FOOT INDUSTRIAL WAREHOUSE BUILDING ON 19.9 ACRES LOCATED AT THE

NORTHWEST CORNER OF SHERMAN ROAD AND ETHANAC ROAD
AND MAKING FINDINGS IN SUPPORT THEREOF.

OR;

Adopt Proposed Resolution Numbers (next in order) overturning the Planning Commission's decision thereby certifying the Final Environmental Impact Report (SCH 2023090525) and adopting the Mitigation Monitoring and Reporting Program; and approving General Plan Amendment (GPA) 22-05326, TPM 22-05328 (TPM 38600), and Development Plan Review (DPR) 22-00030 to facilitate the construction of a 412,348 square-foot industrial warehouse building; and Introduce the First Reading of Proposed Ordinance Number (next in order) approving Zone Change (ZC) 22-05327.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OVERTURNING THE PLANNING COMMISSION'S DECISION THEREBY CERTIFYING THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2023090525) PREPARED FOR THE ETHANAC LOGISTICS CENTER CONSISTING OF GENERAL PLAN AMENDMENT (GPA) 22-05326, ZONE CHANGE (ZC) 22-05327, TENTATIVE PARCEL MAP 38600 (TPM 22-05328), AND DEVELOPMENT PLAN REVIEW (DPR) 22-00030, AND ADOPTING THE PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM AND THE FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, BASED UPON THE FINDINGS NOTED HEREIN.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OVERTURNING THE PLANNING COMMISSION'S DECISION THEREBY APPROVING GENERAL PLAN AMENDMENT (GPA) 22-05326, TENTATIVE PARCEL MAP 38600 (TPM 22-05328), AND DEVELOPMENT PLAN REVIEW (DPR) 22-00030 A PROPOSAL TO CONSIDER THE FOLLOWING ENTITLEMENTS TO FACILITATE THE CONSTRUCTION OF A 412,348 SQUARE-FOOT INDUSTRIAL WAREHOUSE BUILDING: 1) GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATION OF 19.9 ACRES FROM COMMUNITY COMMERCIAL (CC) TO LIGHT INDUSTRIAL (LI); 2) TENTATIVE PARCEL MAP TO CONSOLIDATE TEN EXISTING PARCELS INTO ONE 19.9 ACRE-PARCEL; AND 3) DEVELOPMENT PLAN REVIEW FOR REVIEW OF THE SITE PLAN AND BUILDING ELEVATIONS LOCATED AT THE NORTHWEST CORNER OF SHERMAN ROAD AND ETHANAC ROAD, BASED UPON THE FINDINGS HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL.

The First Reading of Proposed Ordinance Number (next in order) is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ZONE CHANGE (ZC) 22-05327 TO REZONE 19.9 ACRES FROM COMMERCIAL (C) ZONE TO LIGHT INDUSTRIAL (LI) ZONE TO FACILITATE THE CONSTRUCTION OF A 412,348 SQUARE FOOT INDUSTRIAL WAREHOUSE BUILDING, LOCATED AT THE NORTHWEST CORNER OF SHERMAN ROAD AND ETHANAC ROAD, AND MAKING FINDINGS IN SUPPORT THEREOF SUBJECT TO CONDITIONS OF APPROVAL

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

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

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

- A. Consideration to approve Amendment No. 1 to Improvement and Credit Agreement Development Impact Fee Program with Green Valley Recovery Acquisition for development of Green Valley Park, and an Inter-Fund Transfer Loan Agreement by and among the General Fund Reserves and Park Development Impact Fee Fund of the City of Perris for the Green Valley Park Fund in the amount of \$6.5 million dollars.

Introduced by: Director of Public Services Sabrina Chavez

PUBLIC COMMENT

- B. Consideration to remove Guadalupe Gomez from the City of Perris Planning Commission

Introduced by: City Attorney Robert Khuu

PUBLIC COMMENT

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

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

14. CITY MANAGER’S REPORT:

15. ADJOURNMENT:



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

9.A.

MEETING DATE: November 12, 2024
SUBJECT: Approval of Minutes
REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council meeting held on October 8, 2024.
CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

Assistant City Manager *WB*
Assistant City Manager *ER*
Director of Finance *MS*

Attachments: 1. Minutes-October 8, 2024-Regular Joint City Council Meeting

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

ATTACHMENT 1

Minutes-October 8, 2024 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: October 8, 2024

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Vargas called the Closed Session to order at 5:46 p.m.

ROLL CALL

Present: Nava, Corona, Rabb, Rogers, Vargas

Staff Member's Present: City Manager Miramontes, Assistant City Manager Bugtai, Assistant City Manager Reyna, City Attorney Khuu, City Engineer Pourkazemi, Director of Development Services Phung, Director of Finance Schenk and Planning Manager Brenes.

- A. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 1 case
- B. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 1 case:
 - 1. City of Perris v. Balu Patel, et al. CVRI 2405132

City Attorney Khuu announced that the City Council would be meeting in Closed Session to discuss the items listed on the agenda.

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

The City Council adjourned to Closed Session at 5:47 p.m.

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

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

- 2. ROLL CALL:

Present: Nava, Corona, Rabb, Rogers, Vargas

Staff Member's Present: City Manager Miramontes, Assistant City Manager Bugtai, Assistant City Manager Reyna, City Attorney Khuu, City Engineer Pourkazemi, Police Captain Lamb, Fire Chief Scoville,

Director of Finance Schenk, Director of Municipal Enforcement Services Trejo, Interim Director of Parks and Community Services Ramirez, Chief Information Officer Cervantes, Director of Public Services Chavez, Director of Administrative Services Amozgar, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

3. INVOCATION:
Pastor Joe Sabolick
New Creation Church
57 Business Park Dr. Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

Councilmember Nava led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

City Attorney Khuu reported that the City Council met in Closed Session to discuss the items listed on the agenda.

He noted that regarding Item A. the following action was taken:

The City Council unanimously approved a settlement agreement with Canna Cloud, LLC relating to delinquent cannabis taxes owed to the City, and authorized the City Manager to execute thereof subject to the City Attorney's approval as to form. As part of the Settlement Agreement, the City agrees to waive related penalties and interest that Canna Cloud, LLC owes to the City and, in return, Canna Cloud, LLC has agreed to pay \$720,487.70 to the City, as provided in the Settlement Agreement. Once fully executed, the Settlement Agreement will be available at the City Clerk's Office.

He noted that regarding Item B. the following action was taken:

The City Council unanimously approved a settlement agreement with Samir and Manisha Patel relating to the City's eminent domain lawsuit for the acquisition by the City of a temporary construction easement on and a portion of their property for the Orange Avenue Widening Project. The City has agreed to pay Samir and Manisha Patel a total of \$67,232.00 for the aforementioned temporary construction easement and property pursuant to the terms of the settlement agreement; the City Council also unanimously approved a settlement agreement with Balu and Malti Patel for the acquisition of a temporary construction easement on and a portion of their property. The City has agreed to pay Balu and Malti Patel a total of \$35,572.00 for the aforementioned temporary construction easement and property pursuant to the terms of the settlement agreement.

The City Council unanimously authorized the City Manager to execute both agreements subject to the City Attorney's approval as to form. Once fully executed, both settlement agreements will be available at the City Clerk's Office.

6. PRESENTATIONS/ANNOUNCEMENTS:

- A. Presentation to the American Legion Post #595 in recognition of their 80th Anniversary.

- B. Presentation to World War II Veteran John C. Mariscal, in recognition of his service in the United States Army in Iwo Jima.

Councilmember Corona left the City Council Chambers at 6:44 p.m. and returned at 6:45 p.m.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

The report was given by Youth Advisory Committee President Kimberly Thai.

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

Roberto Ortiz

Rosalinda Rivas

9. APPROVAL OF MINUTES:

- A. Approved the minutes of the Regular Joint Meeting held on September 24, 2024 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the minutes of the Regular Joint Meeting held on September 24, 2024 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority, as presented.

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

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

Mayor Vargas requested that items 10.D., 10.E. and 10.F. be pulled for separate discussion.

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

- A. Adopted Resolution Number 6517 regarding annexation of DPR 20-00019-Three (3) Industrial Buildings- to CFD 2018-02 (Public

Services District)-Annexation No. 26. DPR 20-00019 is located at the southeast corner of Harley Knox Boulevard and Indian Avenue. (APN(s) 302-090-062 and 302-090-063); (Owner: HKI Business Park)

Resolution Number 6517 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 26]

- B. Approved the American Rescue Plan Act (ARPA) Expenditures Update and Amendments.
- C. Adopted Resolution Number 6518 adopting the Annual Health Plan Premium adjustment for calendar year 2025 and fixing the employer contribution at the equal amount for employees and annuitants under the Public Employees' Medical and Hospital Care Act.

Resolution Number 6518 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADOPTING THE ANNUAL HEALTH PLAN PREMIUM ADJUSTMENT FOR CALENDAR YEAR 2025

- D. Approved a request by Pulte Group for a full road closure of San Jacinto Avenue between Dunlap Drive and Murrieta Road.

Mayor Vargas requested that Items 10.D., 10.E. and 10.F. be pulled for separate discussion. The three items were voted on in one motion.

The following Councilmember spoke:

Vargas

- E. Approved a request by Prologis for a full road closure for Patterson Avenue between Harley Knox Boulevard and California Avenue; and for Nevada Avenue between Harley Knox Boulevard and Nance Street.
- F. Approved a request by Boudreau Pipeline for a full road closure for Redlands Avenue between East Rider Street and Placentia Avenue.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Rita Rogers to Approve Items, 10.D., 10.E. and 10.F., as presented.

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

NOES:

ABSENT:

ABSTAIN:

- G. Approved Change Order No. 7B, increasing the Public Works Construction Contract with T and A Builders for construction services and mechanical system improvements as part of the 227 Early Childhood Classroom Project located at 227 N. D Street, Perris, CA 92570 augmenting the contract amount by \$69,621.00 totaling \$694,296.00 and extending the term to December 31, 2024.
- H. Adopted Resolution Number 6519 approving the Amendment of the City's Classification Plan to Include One (1) Updated City Classification.
- Resolution Number 6519 is entitled:
 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE AMENDMENT OF THE CITY'S CLASSIFICATION PLAN TO INCLUDE ONE (1) UPDATED CITY CLASSIFICATION
- I. Approved the purchase of a fully enclosed 23' x 13' MAX Mobile Light-Emitting Diode (LED) Screen and Trailer from Insane Impact for use at City special events, recreation activities and performing arts programs, in the amount of \$219,000.00.
- J. Approved the Amended and Restated Agreement for Professional Services with Blue Stone Management, LLC (BSM) with a modified term, for Perris Downtown Skills Training and Job Placement Center Design and Construction Management Services.
- K. Approved the First Amendment to Sublease Agreement with Maria Jocelyn Tarcelo dba MedPerx Pharmacy, for the subleased premises located at 24 South D Street, Suite 106 ("Sublease Premises"); and approved Assignment and Assumption of Sublease Agreement and Sublandlord Consent relating to the sublease, as amended, to MedPerx Pharmacy, LLC ("Assignment Agreement").

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Approve the balance of the Consent Calendar, with the exception of Items 10.D., 10.E. and 10.F., as presented.

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 6520, 6521 and 6522 regarding annexation of PM 37438-Industrial Building- to the City's Maintenance Districts. PM 37438 is located at the southeast corner of Morgan Street and Redlands Avenue; (APN(s) 303-160-002, 303-

160-003, 303-160-007, 303-160-009); (Owner: IDIG Rider Distribution Center)

Resolution Number 6520 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37438 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

Resolution Number 6521 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37438 TO BENEFIT ZONE 187, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

Resolution Number 6522 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37438 TO BENEFIT ZONE 152, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

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

The Mayor opened the Public Hearing at 7:01 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:01 p.m.

The Mayor asked the City Clerk to open the Ballots. City Clerk Salazar opened the 3 Ballots and reported that they were marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Nava to Approve Resolution Numbers 6520, 6521 and 6522, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 6523 and 6524 regarding annexation of DPR 21-00017-Two (2) Industrial Buildings- to the City's Maintenance Districts. DPR 21-00017 is located at the northeast corner of Rider Street and Johnson Avenue; (APN(s) 303-130-021); (Owner: MS Perris, LLC).

Resolution Number 6523 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00017 TO BENEFIT ZONE 188, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

Resolution Number 6524 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00017 TO BENEFIT ZONE 153, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

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

The Mayor opened the Public Hearing at 7:04 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:05 p.m.

The Mayor asked the City Clerk to open the Ballots. City Clerk Salazar opened the 2 Ballots and reported that they were marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Numbers 6523 and 6524, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Numbers 6525 and 6526 regarding annexation of DPR 21-00017-Two (2) Industrial Buildings- into CFD 2001-3 (North Perris Public Safety District)-Annexation No. 67. DPR 21-00017 is located at the northeast corner of Rider Street and Johnson Avenue; (APN(s) 303-130-021); (Owner: MS Perris, LLC)

Resolution Number 6525 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 67 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 67

Resolution Number 6526 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 67 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 67 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

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

The Mayor opened the Public Hearing at 7:07 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:07 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Nava to Approve Resolution Number 6525, as presented.

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

NOES:

ABSENT:

ABSTAIN:

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6526, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- D. Adopted Resolution Numbers 6527, 6528 and 6529 regarding annexation of Tract 37038- a 111 Unit Planned Residential Development- to the City's Maintenance Districts. Tract 37038 is located on Dunlap Drive between Orange Avenue and Lemon Avenue; (APN(s) 320-360-013); (Owner: His Glory Development, LLC)

Resolution Number 6527 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF TRACT 37038 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

Resolution Number 6528 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF TRACT 37038 TO BENEFIT ZONE 184, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

Resolution Number 6529 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF TRACT 37038 TO BENEFIT ZONE 154, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2024-2025

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

The Mayor opened the Public Hearing at 7:10 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:10 p.m.

The Mayor asked the City Clerk to open the Ballots. City Clerk Salazar opened the 3 Ballots and reported that they were marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Numbers 6527, 6528 and 6529

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

NOES:

ABSENT:

ABSTAIN:

- E. Adopted Resolution Numbers 6530, 6531 and 6532 and Introduced the First Reading of Ordinance Number 1445 amending Improvement Area No. 2 of Community Facilities District No. 2022-4 (Park West) of the City of Perris. Improvement Area No. 2 is located south of Nuevo Road and to the east and west of Evans Road.

Resolution Number 6530 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS, DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$13,000,000 WITHIN IMPROVEMENT AREA NO. 2 OF SAID DISTRICT; AND CALLING A SPECIAL ELECTION WITHIN SUCH IMPROVEMENT AREA

Resolution Number 6531 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO THE LEVY OF SPECIAL TAXES THEREIN, THE ISSUANCE OF BONDED INDEBTEDNESS AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT

Resolution Number 6532 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AUTHORIZING THE CHANGES TO THE SPECIAL TAXES WITHIN IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS; AND ITS INTENTION TO INCREASE THE BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$13,000,000; AND TAKING CERTAIN OTHER ACTIONS RELATING TO SAID DISTRICT

The First Reading of Ordinance Number 1445 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 2 OF SAID DISTRICT

Jim Fabian, Fieldman Rolapp & Associates, gave the presentation on this item.

The Mayor opened the Public Hearing at 7:17 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:17 p.m.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve Resolution Number 6530, as presented.

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

NOES:

ABSENT:

ABSTAIN:

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

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Approve Resolution Numbers 6531, 6532 and the First Reading of Ordinance Number 1445, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- F. Approved Resolution Number 6533 approving Modification of Conditions of Approval 23-05224- A proposal to modify the conditions of approval of the Green Valley Specific Plan related to Tentative Tract Maps 37817, 37818 and 37223 to reflect off-site improvements needed for each tract as distinct residential projects to promote orderly development, located generally east of Murrieta Road between Watson Road and Ethanac Road. (Applicant: Charles Jackson, Raintree Investment Corporation)

Resolution Number 6533 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING MODIFICATION OF CONDITIONS OF APPROVAL 23-05224 TO MODIFY THE CONDITIONS OF APPROVAL ASSOCIATED WITH THE GREEN VALLEY SPECIFIC PLAN AND TENTATIVE TRACT MAPS 37817, 37818 AND 37223, GENERALLY LOCATED NORTH OF ETHANAC ROAD, EAST OF THE SAN JACINTO RIVER AND SOUTH OF CASE ROAD SUBJECT TO THE CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN

Principal Planner Rafael Garcia, gave the presentation on this item.

Councilmember Rabb left the City Council Chambers at 7:19 p.m. and returned at 7:21 p.m.

The Mayor opened the Public Hearing at 7:25 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:25 p.m.

Mayor Vargas requested that the applicant confirm agreement with the modifications to the conditions of approval. The applicant confirmed agreement.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Approve Resolution Number 6533, as presented.

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

NOES:

ABSENT:

ABSTAIN:

12. BUSINESS ITEMS:

- A. Received, filed and provided direction regarding the City of Perris Motlagh Scholarship Foundation.

This item was presented by Director of Public Services Sabrina Chavez.

The following Councilmember's spoke:

Corona

**Rabb
Corona**

Rogers

Vargas

Rabb

Corona

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

The City Council provided direction to staff regarding the item.

13. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Corona

Nava

Rabb

Rogers

Vargas

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:53 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

10.A.

- MEETING DATE:** November 12, 2024
- SUBJECT:** Second reading and adoption of Ordinance authorizing the levy of a Special Tax within Improvement Area No. 2 of the Community Facilities District No. 2022-4 (Park West) of the City of Perris. Improvement Area No. 2 is located south of Nuevo Road and to the east and west of Evans Road.
- REQUESTED ACTION:** That the City of Perris (the “City”) introduce the second reading of Ordinance Number (next in order) respectively: an ordinance of the City Council of the City of Perris acting in its capacity as the legislative body of community facilities district No. 2022-4 (Park West) of the City of Perris authorizing the levy of a special tax within improvement are No. 2 of said district.
- CONTACT:** Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

The City previously received a petition from the property owner, PW Land Investments L.P., a Delaware limited partnership (the “Property Owner”), to create a community facilities district to be designated as “Community Facilities District No. 2022-4 (Park West) of the City of Perris,” (the “CFD”). The CFD is located south of Nuevo Road and to the east and west of Evans Road and encompasses approximately 81.43 acres and is planned for 527 single family residential units. Pursuant to Resolution No. 6315, adopted on January 9, 2024, the CFD was formed and three improvement areas were designated therein, consisting of Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3.

The City has received another petition (including consent and waiver) (the “Petition”) from the Property Owner, requesting the institution of change proceedings with respect to Improvement Area No. 2 of the CFD. The Property Owner, pursuant to the Petition, has requested the following to reflect changes to the Special Tax and the Rate and Method of Apportionment of the Special Tax for Improvement Area No. 2 of the CFD: (i) changes to revise the square footage categories; (ii) changes to the special tax rates, and (iii) increase the maximum bond authorization to an aggregate principal amount not to exceed \$13,000,000.

In the Petition, in accordance with the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”) allowing certain time and conduct requirements relative to a special landowner election to be waived with the unanimous consent of all the landowners to be included

in a CFD, the Property Owner waived such requirements of the Act for changing the CFD and also waived any notices and requirements as to the form of the ballot. As such, the election was conducted immediately after the close of the public hearing held on October 8, 2024. Moreover, the City Clerk immediately certified the affirmative results of the election to the Council.

In connection with the change proceedings related to the CFD, the City Council has taken the following actions thus far:

1. On August 27, 2024, the City Council approved a Deposit and Reimbursement Agreement with the Property Owner to provide for the deposit of the funds to cover the City's expenses in connection with the change proceedings. On the same date, the City Council also approved the Resolution of Consideration, declaring its intention to make changes with respect to Improvement Area No. 2 of the CFD.

2. On October 8, 2024, a public hearing was held to provide the public an opportunity to provide testimony related to the change proceedings of the CFD. Following the public hearing, the City Council approved the Resolution determining necessity to incur bonded indebtedness in an amount not to exceed \$13,000,000 within Improvement Area No.2 and calling a special election within such improvement area. The City Council also approved the Resolution declaring the results of the consolidated special election for the CFD and approved the Resolution authorizing the changes within Improvement Area No. 2 and to increase the bonded indebtedness in an amount not to exceed \$13,000,000 within proposed Improvement Area No. 2.

Now to complete the change proceedings of the CFD, the City Council will conduct the second reading and adopt the Ordinance authorizing special tax levy. The Ordinance will become effective on December 12, 2024.

FISCAL IMPACT

The recommended action carries no immediate fiscal impact on the City. Any further obligation of the City to pay costs for CFD change proceedings will be reimbursed out of the deposit required under the Deposit and Reimbursement Agreement.

BUDGET (or FISCAL) IMPACT: None. Costs will be paid out of the deposit required under the Deposit and Reimbursement Agreement.

Prepared by: Matthew Schenk, Director of Finance

REVIEWED BY:

Assistant City Manager VP
Assistant City Manager ER
Director of Finance MS

Attachments:

1. Vicinity Map
2. October 8, 2024 Agenda Report
3. Ordinance Authorizing Levy of Special Tax

Consent: X

Public Hearing:

Business Item:

Presentation:

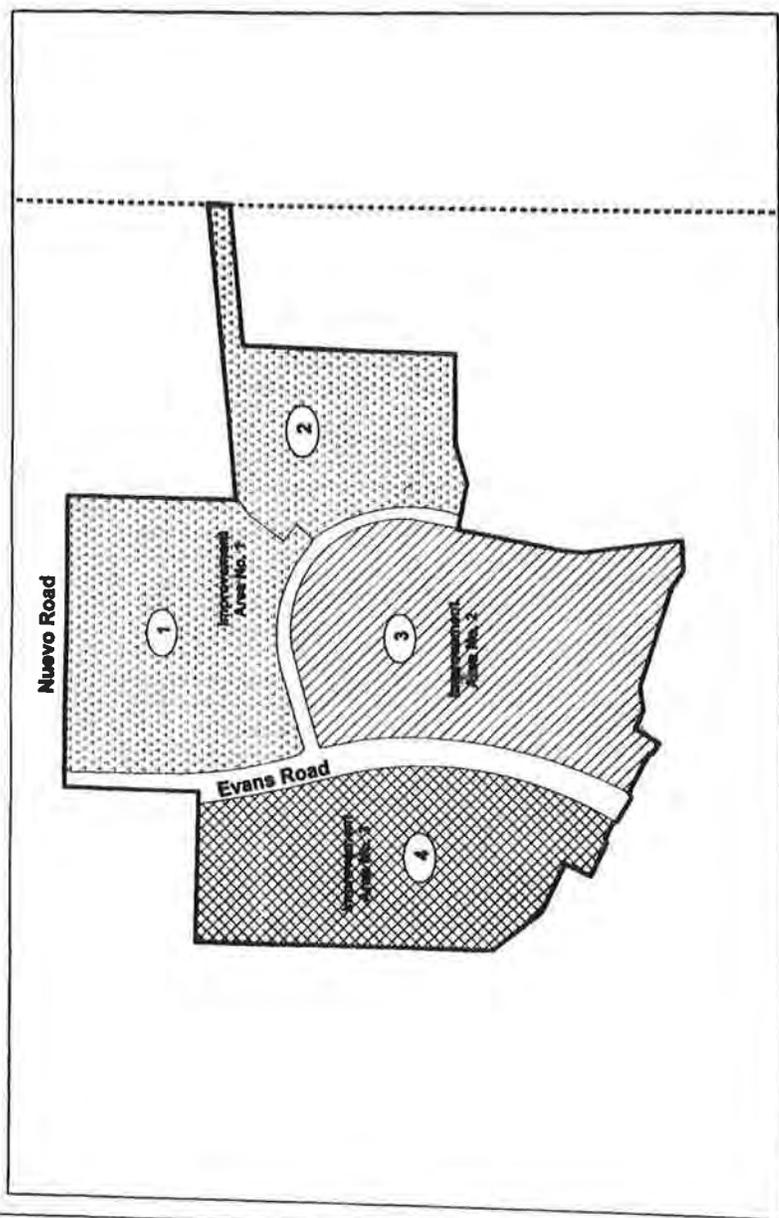
Other:

ATTACHMENT 1

Vicinity Map

MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



- Legend**
- Proposed CFP Boundary
 - City of Perris Boundary
 - Improvement Area
 - Improvement Area No. 1
 - Improvement Area No. 2
 - Improvement Area No. 3
 - Lot Number of Parcel Map No. 20279

WILDAN
Financial Services
2700 VIA CALIFORNIA, SUITE 200
TERRACOTA, CA 92586
(951) 887-3888

ATTACHMENT 2

October 8, 2024 Agenda Report



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

11.E.

MEETING DATE: October 8, 2024

SUBJECT: Conduct a Public Hearing and hold a Special Election for Improvement Area No. 2 of Community Facilities District No. 2022-4 (Park West) of the City of Perris and adopt various Resolutions to amend Improvement Area No. 2 thereof. Improvement Area No. 2 is located south of Nuevo Road and to the east and west of Evans Road.

REQUESTED ACTION: That the City Council adopt the three Resolutions and introduce the first reading of the Ordinance authorizing special tax levy.

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

The City previously received a petition from the property owner, PW Land Investments L.P., a Delaware limited partnership (the "Property Owner"), to create a community facilities district to be designated as "Community Facilities District No. 2022-4 (Park West) of the City of Perris," (the "CFD"). The CFD is located south of Nuevo Road and to the east and west of Evans Road and encompasses approximately 81.43 acres and is planned for 527 single family residential units. Pursuant to Resolution No. 6315, adopted on January 9, 2024 (the "Formation Resolution"), the CFD was formed and three improvement areas were designated therein, consisting of Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3.

The City has received a petition (including consent and waiver) (the "Petition") from the Property Owner, requesting the institution of change proceedings with respect to Improvement Area No. 2 of the CFD. The Property Owner, pursuant to the Petition, has requested the following to reflect changes to the Special Tax (defined herein) and the rate and method of apportionment of the Special Tax for Improvement Area No. 2 of the CFD: (i) changes to revise the square footage categories; (ii) changes to the special tax rates, and (iii) increase the maximum bond authorization to an aggregate principal amount not to exceed \$13,000,000 (collectively, the "Changes").

In such connection, the City is hereby requested to declare its intent to issue bonds in the amount of \$13,000,000 and to take such other actions as it deems necessary to effectuate the Changes and the issuance of the bonds. In the Petition, the Property Owner waives certain requirements of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") for changing the CFD, including notices and time periods for conducting proceedings.

CHANGE PROCEEDINGS PROCESS

Improvement Area No. 2 of the CFD shall finance the same facilities described in the Formation Resolution being (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property, including all furnishings, equipment and supplies related thereto and the payment of development and other fees of public agencies (collectively, the “Facilities”), which Facilities have a useful life of five years or longer; and (2) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering Improvement Area No. 2 of the CFD (the “Incidental Expenses”). The boundary map of the CFD has previously been recorded in the Office of the County Recorder of County of Riverside in Book 92 of Maps of Assessment and Community Facilities Districts at Pages 40 to 41 as Instrument No. 2023-0347787.

The proceedings to institute change proceedings with respect to Improvement Area No. 2 of the CFD are discussed below.

At the August 27, 2024 City Council meeting, the City Council approved the Resolution of Consideration to make changes with respect to Improvement Area No. 2 of the CFD and Resolution approving the Deposit and Reimbursement Agreement related thereto. The Resolution of Consideration does the following: (a) accepts the Petition filed by the Property Owner with respect to Improvement Area No. 2 of the CFD; (b) describes the territory of the boundaries of Improvement Area No. 2 of the CFD; (c) describes the types of facilities and services that will be financed with the special taxes and proceeds of bonds; (d) declares the intent to levy annually a new special tax within Improvement Area No. 2 of the CFD (the “Special Tax”) sufficient to pay for the Facilities and Incidental Expenses; (e) describes the amended rate and method of apportionment of the Special Tax to be levied in Improvement Area No. 2 of the CFD; (f) states the not-to-exceed amounts for bonds to be issued by Improvement Area No. 2 of the CFD; (g) calls a public hearing to be held on October 8, 2024; and (h) describes the proposed voting procedures for Improvement Area No. 2 of the CFD.

Additionally, at the same meeting, the City Council approved the Resolution approving the Deposit and Reimbursement Agreement which approves the Deposit and Reimbursement Agreement, by and between the City and the Property Owner (the “Reimbursement Agreement”) to provide for the deposit of the funds to cover the City’s expenses in connection with the change proceedings.

PUBLIC HEARING AND TONIGHT’S ACTIONS

The proposed Amended CFD 2022-4 Improvement Area No. 2 will meet all requirements of the City’s amended local goals and policies specified in the Debt Issuance and Management Policy adopted on January 10, 2023. The City Council has initiated proceedings to consider the amendment to Improvement Area No. 2 pursuant to the provisions of the Act. Tonight’s Public Hearing will provide the public an opportunity to provide testimony related to the amendments to CFD 2022-4 Improvement Area No. 2.

The below table shows the special taxes which would be applicable to an Assessor’s Parcel classified as Developed Property, as defined in the Amended and Restated Rate and Method of Apportionment, commencing in Fiscal Year 2024-25:

Land Use Class	Land Use Type	Building Square Footage	Assigned Special Tax
1	Residential Property	> 2,700	\$3,554 per Residential Unit
2	Residential Property	2,501 – 2,700	\$3,379 per Residential Unit
3	Residential Property	2,301 – 2,500	\$3,237 per Residential Unit
4	Residential Property	2,101 – 2,300	\$3,112 per Residential Unit
5	Residential Property	1,901 – 2,100	\$3,037 per Residential Unit
6	Residential Property	1,701 – 1,900	\$2,828 per Residential Unit
7	Residential Property	1,501 – 1,700	\$2,715 per Residential Unit
8	Residential Property	≤ 1,500	\$2,602 per Residential Unit
9	Non-Residential Property	N/A	\$26,465 per Acre

Every year, the maximum tax will increase by 2%. The proceedings to amend CFD 2022-4 Improvement Area No. 2 will be accomplished by the adoption of the Resolution authorizing the changes within Improvement Area No. 2, as well as the other Resolutions identified in the recommended actions. The City Council will be taking certain actions including:

1. Adopt a Resolution determining necessity to incur bonded indebtedness and calling a special election within Improvement Area No. 2. (Attachment No. 2)

After the public hearing on the changes and if there is not a majority protest, the City Council, acting as legislative body of the District, will consider calling the election on the changes via the Resolution calling the special election are adopted, the City Clerk will open the ballots and state the results of the election and if approved adopt the resolution declaring the results and the Resolution authorizing the changes. As mentioned above, the Property Owner expressly consented to the conduct of the special election at the earliest possible time following the adoption of the Resolution of Consideration and expressly waived the noticing and time requirements of Section 53326 of the Government Code and the California Elections Code. Accordingly, the election is an all-mailed or personal delivery ballot landowner election, and the ballots for the special election have been mailed or personally delivered to the Property Owner. The ballot contains a proposition relating to the levying of the special taxes, the incurring of bonded indebtedness and the establishment of an appropriations limit for Improvement Area No. 2 of CFD 2022-4 (Attachment No. 2). If the results of the special election reveal that the propositions have received the affirmative vote of two-thirds of the votes cast, the City Council will then:

2. Adopt a Resolution declaring the results of the special election for CFD 2022-4. (Attachment No. 3)
3. Adopt a Resolution authorizing the changes within Improvement Area No. 2 and to increase the bonded indebtedness. (Attachment No. 4)
4. Adopt a motion to introduce and waive the first reading of the Ordinance authorizing the levy of a special tax within Improvement Area No. 2. (Attachment No. 5)

On or before October 23, 2024, the City must record the Amended and Restated Notice of Special Tax Lien.

The resolutions and related documents have been prepared and reviewed by the City's finance team, which includes bond counsel, municipal advisor, and special tax consultant.

CONCLUSION AND NEXT STEPS

Adopting the attached Resolutions and Ordinance is the last step to enact the change proceedings to Improvement Area No. 2 of the CFD. Following tonight's Public Hearing, the proposed schedule to complete the change proceedings is as follows:

- November 12, 2024: Second reading of Ordinance authorizing special tax levy
- December 13, 2024: Ordinance authorizing special tax levy becomes effective

The Resolutions, Ordinance and related documents have been prepared and reviewed by the City's finance team, which includes bond counsel, municipal advisor, and special tax consultant.

BUDGET (or FISCAL) IMPACT: None. Costs will be paid out of the deposit required under the Deposit and Reimbursement Agreement.

Prepared by: Jessica Santiago, Aleshire & Wynder

REVIEWED BY:

Assistant City Manager: WB

Assistant City Manager: ER

Director of Finance: JA

Attachments:

- ~~1. Vicinity Map~~
- ~~2. Resolution determining necessity to incur bonded indebtedness and calling a special election~~
- ~~3. Resolution declaring the results of a special election~~
- ~~4. Resolution authorizing the changes to the special taxes within Improvement Area No. 2~~
- ~~5. Ordinance authorizing the levy of a special tax within Improvement Area No. 2~~

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

ATTACHMENT 3

Ordinance Authorizing the Levy of a Special Tax

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 2 OF SAID DISTRICT

WHEREAS, on August 27, 2024, the City Council (the “Council”) of the City of Perris, California (the “City”) adopted Resolution No. 6479 (the “Resolution of Consideration”) declaring its intention to make certain changes within Improvement Area No. 2 (the “Improvement Area”) of Community Facilities District No. 2022-4 (Park West) of the City of Perris (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”); and

WHEREAS, on October 8, 2024, and in accordance with the Act, the Council opened a public hearing after providing all notice required relating to the change proceedings relating to the Improvement Area of the District, and setting forth the amended and restated rate and method of apportionment and manner of collection of the special tax to be levied within the Improvement Area, which will be used to pay principal and interest on bonds proposed to be authorized within the Improvement Area, the proceeds of which will be applied to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property, including all furnishings, equipment and supplies related thereto; (2) the payment of development and other fees for the acquisition or construction of public facilities (collectively, the “Facilities”), which Facilities have a useful life of five years or longer; and (3) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District, as further described in the Resolution of Consideration; and

WHEREAS, at the public hearing, all persons not exempt from the special tax desiring to be heard on all matters pertaining to the change proceedings relating to the Improvement Area of the District, including the boundaries of the District and the Improvement Area, the special tax, and the Facilities, were heard and a full and fair hearing was held, and such matters were not precluded by a majority protest; and

WHEREAS, on October 8, 2024, following the close of the public hearing, the Council adopted a resolution determining the necessity to incur bonded indebtedness of the District (the “Resolution Calling a Special Election”) which called a consolidated special election on October 8, 2024, within the Improvement Area of the District on a proposition relating to the levying of special taxes, the incurring of bonded indebtedness and the establishment of an appropriations limit for the Improvement Area (the “Special Election”); and

WHEREAS, on October 8, 2024, the Special Election was held within the Improvement Area of the District at which the qualified electors of the Improvement Area,

approved by more than a two-thirds vote the proposition labeled on the official ballot as the "Proposition," which generally authorized the levy of special taxes within the Improvement Area, for the District as described in the Resolution of Consideration; and

WHEREAS, on October 8, 2024, following its determination that the requisite two-thirds of votes cast at the Special Election were in favor of levying the special taxes, the City Council directed the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien for the Improvement Area in the form required by the Act and Division 4.5 of the California Streets and Highways Code pursuant to Section 53328.3 of the Act.

THE CITY COUNCIL OF THE CITY OF PERRIS, IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The Council finds the above recitals are true and correct and incorporated herein by this reference.

Section 2. By the passage of this Ordinance, the Council authorizes the levy of a special tax within the Improvement Area of the District at the maximum rate in accordance with the amended and restated rate and method of apportionment for the Improvement Area set forth as Exhibit "C" to the Resolution of Consideration, and for reference purposes are attached hereto as Exhibit "A" and incorporated herein by this reference (the "Rate and Method").

Section 3. The Council or its designee is hereby further authorized to determine, by ordinance, resolution, or by other action if permitted by then applicable law, on or before August 1 of each year, the specific special tax to be levied for the next ensuing fiscal year on each parcel of land in the Improvement Area of the District. The special tax to be levied shall not exceed the maximum rates set forth in the Rate and Method, respectively, but the special tax may be levied at a lower rate. The City Clerk is authorized and directed to file with the county auditor on or before the 10th day of August of each tax year a certified copy of such ordinance or resolution accompanied by a list of all parcels subject to the special tax levy with the tax to be levied on each parcel.

Section 3. Properties or entities of the state, federal or other local governments shall be exempt from the above-referenced and approved special taxes only to the extent set forth in Section 8 of the Rate and Method, and otherwise shall be subject to the tax consistent with the provisions of Section 53317.3 and 53317.5 of the Act in effect as of the date of adoption of this Ordinance.

Section 4. All of the collections of the special taxes pursuant to the Rate and Method shall be used only as provided for in the Act and Resolution of Consideration. The special taxes shall be levied within the Improvement Area only so long as needed to accomplish the purposes described in Resolution of Consideration.

Section 5. The special taxes shall be collected pursuant to the Rate and Method from time to time as necessary to meet the financial obligations of the District on the secured real property tax roll in the same manner as ordinary ad valorem taxes are collected, or

other procedures as may be adopted by the Council. The City Manager, or his or her designee, is hereby authorized and directed to provide or to cause to be provided all necessary information to the auditor/tax collector of the County of Riverside and to otherwise take all actions necessary in order to effect proper billing and collection of the special taxes, so that the special taxes shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year until the bonds issued on the security of such special taxes (the "Bonds") are paid in full, the Facilities have been paid for, and provision has been made for payment of all of the administrative costs of District. The special taxes may be subject to the same penalties and the same procedure, sale and lien priority in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

Notwithstanding the foregoing, the City Manager or the Finance Director may collect, or cause to be collected, one or more installments of the special taxes by means of direct billing by the District of the property owner of the Improvement Area of the District, if, in the judgment of the City Manager or the Finance Director, such means of collection will reduce the administrative burden of the District in administering the District where it is otherwise appropriate in the circumstances. In such event, the special taxes shall become delinquent if not paid when due as set forth in any such respective billing to the property owners.

Whether the special taxes are levied in the manner provided in the first or the second preceding paragraph, the special taxes shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments.

Section 6. As a cumulative remedy, if any amount levied as a special tax for payment of bond interest or principal of any Bonds of the District, together with any penalties and other charges accruing under this ordinance, are not paid when due, the Council may, not later than four (4) years after the due date of the last installment of principal of the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax.

Section 7. This Ordinance relating to the levy of the special taxes within the District shall take effect immediately upon its final passage in accordance with the provisions of Section 36937(a) of the Government Code, and the specific authorization for adoption is pursuant to the provisions of Section 53340 of the Government Code.

Section 8. The Mayor shall sign this Ordinance and the City Clerk shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 9. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City as required by law, and is hereby directed to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

ADOPTED, SIGNED and APPROVED this ___th day of _____, 2024.

MAYOR OF THE CITY OF PERRIS

Attest:

CITY CLERK OF THE CITY OF PERRIS

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number _____ was duly introduced for first reading by the City Council of the City of Perris at a regular meeting of said Council on the 8th day of October, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

and that it was adopted at a regular meeting of said Council on the ___th day of _____, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
City Clerk

EXHIBIT "A"

**AMENDED AND RESTATED RATE AND METHOD OF
APPORTIONMENT OF SPECIAL TAX
FOR IMPROVEMENT AREA NO. 2
OF COMMUNITY FACILITIES DISTRICT NO. 2022-4
(PARK WEST) OF THE CITY OF PERRIS**

[SEE ATTACHED]

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) IMPROVEMENT AREA NO. 2

A Special Tax shall be levied on all Taxable Property within the boundaries of Improvement Area No. 2 of Community Facilities District No. 2022-4 (Park West) of the City of Perris (“CFD No. 2022-4 IA2”) and collected each Fiscal Year commencing in Fiscal Year 2025-26, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2022-4 IA2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

1. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“**Acre**” or “**Acreage**” means the land area of an Assessor’s Parcel as shown on an Assessor’s Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable Final Map. An Acre means 43,560 square feet of land.

“**Act**” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

“**Administrative Expenses**” means the following actual or reasonably estimated costs related to the administration of CFD No. 2022-4 IA2 including, but not limited to: the costs of preparing and computing the Annual Special Tax (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City, the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2022-4 IA2, or any designee thereof complying with arbitrage rebate requirements, including without limitation rebate liability costs and periodic rebate calculations; the costs to the City, CFD No. 2022-4 IA2, or any designee thereof complying with disclosure or reporting requirements of the City or CFD No. 2022-4 IA2, associated with applicable federal and State laws; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2022-4 IA2, or any designee thereof related to an appeal of the Special Tax; and the City’s annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-4 IA2 for any other administrative purposes of CFD No. 2022-4 IA2, including attorney’s fees and other costs related to commencing and pursuing any foreclosure of delinquent Special Taxes.

“**Annual Special Tax**” means the Special Tax actually levied in any Fiscal Year on any Assessor’s Parcel.

“Assessor” means the Assessor of the County of Riverside.

“Assessor's Parcel” means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

“Assessor's Parcel Map” means an official map of the Assessor designating parcels by Assessor's Parcel Number.

“Assessor's Parcel Number” means the number assigned to an Assessor's Parcel by the County for purposes of identification.

“Assigned Special Tax” means the Special Tax of that name described in Section 3.A below.

“Backup Special Tax” means the Special Tax of that name described in Section 3.B below.

“Bonds” means any bonds or other Debt of CFD No. 2022-4 IA2, whether in one or more series, secured by the levy of Special Taxes.

“Boundary Map” means the map of the boundaries of CFD No. 2022-4 recorded on November 20, 2023 in the Riverside County Recorder's Office in Book 92, Pages 40-41, of Maps of Assessments and Community Facilities Districts (instrument number 2023-0347787).

“Building Permit” means a building permit for construction of a Residential Unit within CFD No. 2022-4 IA2 issued by the City.

“Building Square Footage” means all of the square footage of usable area within the perimeter of a primary residential structure, not including any carport, walkway, garage, overhang, or similar area. The determination of Building Square Footage shall be made by reference to the Building Permit(s) issued for such Assessor's Parcel and/or by reference to appropriate records kept by the City.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD Administrator” means an authorized representative of the City, or designee thereof, responsible for determining the Special Tax Requirement, for preparing the Annual Special Tax roll and/or calculating the Backup Special Tax.

“CFD No. 2022-4” means the Community Facilities District No. 2022-4 (Park West) Improvement Area No. 2 of the City of Perris.

“City” means the City of Perris, California.

“Council” means the City Council of the City acting as the legislative body of CFD No. 2022-4 under the Act.

“County” means the County of Riverside, California.

“Debt” means any binding obligation to pay or repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts.

“Debt Service” means for each Fiscal Year, the total amount of principal and interest payable on any Outstanding Bonds during the Calendar Year commencing on January 1 of such Fiscal Year.

“Developed Property” means for each Fiscal Year, all Taxable Property, exclusive of Provisional Property and Provisional Welfare Property, for which a Building Permit was issued prior to May 1 of the previous Fiscal Year. An Assessor’s Parcel classified as Developed Property but for which the Building Permit that caused such Assessor’s Parcel to be classified as Developed Property has been cancelled and/or voided prior to the Fiscal Year for which Special Taxes are being levied shall be reclassified as Undeveloped Property, provided that the levy of the Annual Special Tax after such reclassification shall not be less than 1.1 times the annual Debt Service less Administrative Expenses on all Outstanding Bonds. If Bonds have not been issued, an Assessor’s Parcel classified as Developed Property for which such a Building Permit has been cancelled and/or voided shall be reclassified as Undeveloped Property.

“Exempt Property” means for each Fiscal Year, all Assessor’s Parcels designated as being exempt from Special Taxes pursuant to Section 8 below.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which Building Permits may be issued without further subdivision.

“Fiscal Year” means the period starting on July 1 and ending the following June 30.

“Indenture” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Class” means any of the classes listed in Table 1 under Section 3 below.

“Lot” means a parcel created by a Final Map on which a Residential Unit can be constructed.

“Lower Income Households Welfare Exemption Property” means, for each Fiscal Year, an Assessor’s Parcel that is entitled to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County Assessor’s roll finalized as of January 1 of the previous Fiscal Year; provided that such Assessor’s Parcel shall not be classified as Lower Income Households Welfare Exemption Property if Debt is outstanding for CFD No. 2022-4 IA2 and the Assessor’s Parcel was assumed to be subject to the Special Tax prior to receiving the exemption, in which case the Assessor’s Parcel shall remain subject to the Special Tax and the Special Tax shall be enforceable against the Assessor’s Parcel.

“Maximum Special Tax” means for each Assessor’s Parcel, the maximum Special Tax, determined in accordance with Sections 3.C and 3.D below, which may be levied in a given Fiscal Year on such Assessor’s Parcel of Taxable Property.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for the purpose of constructing one or more non-residential units or facilities.

“Outstanding Bonds” means all Bonds, which are deemed to be outstanding under the Indenture.

“Prepayment Amount” means the amount required to prepay the Annual Special Tax obligation in full in or in part for an Assessor’s Parcel as described in Section 6 below.

“Property Owner Association Property” means any Assessor’s Parcel within the boundaries of CFD No. 2022-4 IA2 owned in fee by a property owner association, including any master or sub-association.

“Proportionately” or “Proportionate” means for Developed Property, that the ratio of the actual Special Tax levy to the applicable Assigned Special Tax or Backup Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property. **“Proportionately”** may similarly be applied to other categories of Taxable Property as listed in Section 4 below.

“Provisional Property” means all Assessor’s Parcels of Public Property, Property Owner Association Property or property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage as set forth in Section 8.

“Provisional Welfare Property” means all Assessor’s Parcels of Lower Income Households Welfare Exemption Property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage as set forth in Section 8.

“Public Property” means any property within the boundaries of CFD No. 2022-4 IA2, which is owned by, or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

“Residential Property” means all Assessor’s Parcels for which a Building Permit has been issued for the purpose of constructing one or more Residential Units.

“Residential Unit” means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental, separate from adjacent residential dwelling units. This definition does not include Accessory Dwelling Units as defined in the State of California Government Code section 65852.2.

“Special Tax” means any special tax levied within CFD No. 2022-4 IA2 pursuant to the Act and this Amended and Restated Rate and Method of Apportionment of Special Tax.

“Special Tax Obligation” means the total obligation of an Assessor’s Parcel of Taxable Property to pay the Special Tax for the remaining life of CFD No. 2022-4 IA2.

“Special Tax Requirement” means that amount required in any Fiscal Year to: (i) pay regularly scheduled Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Fees and Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not result in a levy beyond Step 1 of Section 4; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (vii)

a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

“**State**” means the State of California.

“**Taxable Property**” means all of the Assessor's Parcels within the boundaries of CFD No. 2022-4 IA2, which are not exempt from the levy of the Special Tax pursuant to law or Section 8 below.

“**Trustee**” means the trustee or fiscal agent under the Indenture.

“**Undeveloped Property**” means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Provisional Property.

2. LAND USE CLASSIFICATION

Each Fiscal Year, beginning with Fiscal Year 2025-26, each Assessor’s Parcel within CFD No. 2022-4 IA2 shall be classified as Taxable Property or Exempt Property. In addition, all Taxable Property shall further be classified as Developed Property, Undeveloped Property, Provisional Welfare Property, or Provisional Property, and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with this Amended and Restated Rate and Method of Apportionment of Special Tax determined pursuant to Sections 3 and 4 below. Furthermore, each Assessor’s Parcel of Developed Property and Provisional Welfare Property shall be classified according to its applicable Land Use Class based on its Building Square Footage.

3. SPECIAL TAX RATES

A. Assigned Special Tax for Developed Property and Provisional Welfare Property

The Assigned Special Tax applicable to an Assessor's Parcel classified as Developed Property or Provisional Welfare Property commencing in Fiscal Year 2024-25 shall be determined pursuant to Table 1 below.

Table 1
Assigned Special Tax
Fiscal Year 2024-25

Land Use Class	Land Use Type	Building Square Footage	Assigned Special Tax
1	Residential Property	> 2,700	\$3,554 per Residential Unit
2	Residential Property	2,501 – 2,700	\$3,379 per Residential Unit
3	Residential Property	2,301 – 2,500	\$3,237 per Residential Unit
4	Residential Property	2,101 – 2,300	\$3,112 per Residential Unit
5	Residential Property	1,901 – 2,100	\$3,037 per Residential Unit
6	Residential Property	1,701 – 1,900	\$2,828 per Residential Unit
7	Residential Property	1,501 – 1,700	\$2,715 per Residential Unit
8	Residential Property	≤ 1,500	\$2,602 per Residential Unit
9	Non-Residential Property	N/A	\$26,465 per Acre

Each July 1, commencing July 1, 2025, the Assigned Special Tax for Developed Property and Provisional Welfare Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

B. Backup Special Tax for Developed Property and Provisional Welfare Property

The Backup Special Tax for Developed Property and Provisional Welfare Property commencing in Fiscal Year 2024-25 shall be \$26,465 per Acre. Each July 1, commencing July 1, 2025, the Backup Special Tax for Developed Property and Provisional Welfare Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

For the purpose of calculating the Backup Special Tax, the land area applicable to a Condominium shall be computed from the Acreage of the Lot on which the Condominium is located, with the Acreage for such Lot allocated equally among all of the Condominiums located or to be located on such Lot.

C. Maximum Special Tax for Developed Property and Provisional Welfare Property

The Maximum Special Tax for Developed Property and Provisional Welfare Property shall be the greater of the Assigned Special Tax for Developed Property and Provisional Welfare Property or the Backup Special Tax for Developed Property and Provisional Welfare Property.

D. Maximum Special Tax for Provisional Property and Undeveloped Property

The Maximum Special Tax for Provisional Property and Undeveloped Property commencing in Fiscal Year 2024-25 shall be \$26,465 per Acre. Each July 1, commencing July 1, 2025, the Maximum Special Tax for Provisional Property and Undeveloped Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

4. METHOD OF APPORTIONMENT

For each Fiscal Year, commencing Fiscal Year 2024-25, the CFD Administrator shall levy the Special Tax on all Taxable Property in accordance with the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property in an amount up to 100% of the applicable Assigned Special Tax as necessary to satisfy the Special Tax Requirement;

Step 2: If additional monies are needed to satisfy the Special Tax Requirement after Step 1 has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Step 3: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax amount determined in Step 1

shall be increased Proportionately on each Assessor's Parcel of Developed Property up to 100% of the Maximum Special Tax for Developed Property;

Step 4: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Welfare Property up to 100% of the Maximum Special Tax for Provisional Welfare Property;

Step 5: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the Maximum Special Tax for Provisional Property;

Notwithstanding the above, under no circumstances will the Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of a delinquency or default in the payment of the Special Tax applicable to any other Assessor's Parcel within CFD No. 2022-4 IA2 by more than ten percent (10%) above what would have been levied in the absence of such delinquencies or defaults.

5. COLLECTION OF SPECIAL TAXES

Collection of the Annual Special Tax shall be made by the County in the same manner as ordinary ad valorem property taxes are collected and the Annual Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as ad valorem taxes; provided, however, that the Council may provide for (i) other means of collecting the Special Tax, including direct billings thereof to the property owners; and (ii) judicial foreclosure of delinquent Annual Special Taxes.

6. PREPAYMENT OF SPECIAL TAX OBLIGATION

A. Prepayment in Full

Property owners may prepay and permanently satisfy the Special Tax Obligation by a cash settlement with the City as permitted under Government Code Section 53344. The following definitions apply to this Section 6:

"CFD Public Facilities Costs" means \$8,600,000 or such lower number as (i) shall be determined by the CFD Administrator as sufficient to acquire or construct the facilities to be financed under the Act and financing program for CFD No. 2022-4 IA2, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more Bonds (except refunding bonds).

"Construction Fund" means the fund (regardless of its name) established pursuant to the Indenture to hold funds, which are currently available for expenditure to acquire or construct the facilities or pay fees authorized to be funded by CFD No. 2022-4.

"Future Facilities Costs" means the CFD Public Facilities Costs minus (i) costs previously paid from the Construction Fund to acquire or construct the facilities, (ii) monies currently on deposit in the Construction Fund, and (iii) monies currently on deposit

in an escrow or other designated fund that are expected to be available to finance CFD Public Facilities Costs.

“Outstanding Bonds” means all Previously Issued Bonds, which remain outstanding as of the first interest and/or principal payment date following the current Fiscal Year excluding Bonds to be redeemed at a later date with proceeds of prior Special Tax prepayments.

“Previously Issued Bonds” means all Bonds that have been issued prior to the date of prepayment.

The Special Tax Obligation applicable to an Assessor’s Parcel of Taxable Property for which a Building Permit has been issued or is anticipated to be issued may be prepaid and the obligation to pay the Special Tax for such Assessor’s Parcel permanently satisfied as described herein, provided that a prepayment may be made with respect to a particular Assessor’s Parcel only if there are no delinquent Special Taxes with respect to such Assessor’s Parcel at the time of prepayment or the delinquent special taxes are paid off concurrently with the prepayment to the satisfaction of the CFD Administrator. An owner of an Assessor’s Parcel eligible to prepay the Special Tax Obligation shall provide the CFD Administrator with written notice of intent to prepay, and designate or identify the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the Prepayment Amount for such Assessor’s Parcel within thirty (30) days of the request, and may charge a reasonable fee for providing this service. Prepayment must be made at least 60 days prior to any redemption date for the CFD No. 2022-4 IA2 Bonds to be redeemed with the proceeds of such prepaid Special Taxes, unless a shorter period is acceptable to the Trustee and the City.

The Prepayment Amount (defined below) shall be calculated for each applicable Assessor’s Parcel or group of Assessor’s Parcels as summarized below (capitalized terms as defined below):

Bond Redemption Amount
plus Redemption Premium
plus Future Facilities Prepayment Amount
plus Defeasance Amount
plus Prepayment Administrative Fees and Expenses
less Reserve Fund Credit
less Capitalized Interest Credit
Total: equals Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined in Step 14 below) shall be calculated as follows:

Step No.:

1. Confirm that no Special Tax delinquencies apply to such Assessor’s Parcel.
2. For Assessor’s Parcels of Developed Property, determine the Maximum Special Tax. For Assessor’s Parcels of Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for that Assessor’s Parcel as though it was already designated as Developed Property, based upon the Building Permit which has already been issued for that Assessor’s Parcel.

3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total expected Maximum Special Tax revenue for CFD No. 2022-4 IA2 assuming all Building Permits have been issued (build-out) within CFD No. 2022-4 IA2, excluding any Assessor's Parcels for which the Special Tax Obligation has been previously prepaid.
4. Multiply the quotient computed pursuant to paragraph 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid for all applicable parcels and round that amount up to the nearest \$5,000 increment (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (expressed as a percentage), if any, on the Outstanding Bonds to be redeemed at the first available call date (the "Redemption Premium").
6. Compute the Future Facilities Costs.
7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Prepayment Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the expected redemption date for the Outstanding Bonds which, depending on the Indenture, may be as early as the next interest payment date, but the redemption date may be any date determined by the CFD Administrator as convenient and appropriate and permitted by the Indenture and does not have to be the next interest payment date.
9. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Prepayment Amount and the Prepayment Administrative Fees from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
10. Subtract the amount computed in paragraph 9 from the amount computed in paragraph 8 (the "Defeasance Amount").
11. Calculate the administrative fees and expenses of CFD No. 2022-4 IA2, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2022-4 IA2, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Administrative Fees").
12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment calculation date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if, after the Prepayment Amount is calculated, reserve funds are below 100% of the reserve requirement.

13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the “Capitalized Interest Credit”).

14. The amount to prepay the Special Tax Obligation is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 10, and 11, less the amounts computed pursuant to paragraphs 12 and 13 (the “Prepayment Amount”).

15. From the Prepayment Amount, the sum of the amounts computed pursuant to paragraphs 4, 5, and 10, less the amounts computed pursuant to paragraphs 12 and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make Debt Service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 11 shall be retained by CFD No. 2022-4.

The Prepayment Amount may be sufficient to redeem an amount other than a \$5,000 increment of CFD No. 2022-4 IA2 Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to redeem CFD No. 2022-4 IA2 Bonds to be used with the next prepayment of CFD No. 2022-4 IA2 Bonds.

The CFD Administrator will confirm that all previously levied Special Taxes have been paid in full. With respect to any Assessor's Parcel for which the Special Tax Obligation is prepaid in full, once the CFD Administrator has confirmed that all previously levied Special Taxes have been paid, the Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Special Tax and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of the owner of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative Expenses that may be levied on Taxable Property, respectively, after the proposed prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year.

B. Partial Prepayment

The Special Tax on an Assessor's Parcel of Developed Property or Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section 6.A.; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E - A) \times F + A$$

These terms have the following meaning:

PP = the partial prepayment
P_E = the Prepayment Amount calculated according to Section 6.A
F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax Obligation
A = the Prepayment Administrative Fees and Expenses from Section 6.A

The owner of any Assessor's Parcel who desires such partial prepayment shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax Obligation, (ii) the percentage by which the Special Tax Obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax Obligation for an Assessor's Parcel within sixty (60) days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section 6.A., and (ii) indicate in the records of CFD No. 2022-4 IA2 that there has been a partial prepayment of the Special Tax Obligation and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel.

Notwithstanding the foregoing, no partial prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative Expenses that may be levied on Taxable Property, respectively, after the proposed partial prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year.

7. TERM OF SPECIAL TAX

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for a period not to exceed fifty (50) Fiscal Years commencing with Fiscal Year 2025-26, provided however that the Special Tax will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined that all required interest and principal payments on CFD No. 2022-4 IA2 bonds have been paid.

8. EXEMPTIONS

The CFD Administrator shall classify as Exempt Property (i) Assessor's Parcels of Public Property, (ii) Assessor's Parcels of Property Owner Association Property, or (iii) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Lower Income Households Welfare Exemption Property, and (vi) Assessor's Parcels of Developed Property classified as Non-Residential Property as determined reasonably by the CFD Administrator, provided that no such classification would reduce the sum of all Taxable Property in CFD No. 2022-4 IA2 to less than 21.89 Acres. Assessor's Parcels of Lower Income Households Welfare Exemption Property which cannot be classified as Exempt Property because such

classification would reduce the sum of all Taxable Property in CFD No. 2022-4 IA2 to less than 21.89 Acres shall be classified as Provisional Welfare Property and will continue to be subject to the CFD No. 2022-4 IA2 Special Taxes accordingly. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the sum of all Taxable Property in CFD No. 2022-4 IA2 to less than 21.89 Acres shall be classified as Provisional Property and will continue to be subject to the CFD No. 2022-4 IA2 Special Taxes accordingly. Tax exempt status for the purpose of this paragraph will be assigned by the CFD Administrator in the chronological order in which property becomes eligible for classification as Exempt Property.

If the use of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in the first paragraph of Section 8 above that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be deemed to be Taxable Property.

9. APPEALS

Any landowner who pays the Special Tax and claims the amount of the Special Tax levied on his or her Assessor's Parcel is in error shall first consult with the CFD Administrator regarding such error not later than thirty-six (36) months after first having paid the first installment of the Special Tax that is disputed. If following such consultation the CFD Administrator determines that an error has occurred, then the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

- (i) Amend the Special Tax levy on the landowner's Assessor's Parcel(s) for the current Fiscal Year prior to the payment date,
- (ii) Require the CFD to reimburse the landowner for the amount of the overpayment to the extent of available CFD funds, or
- (iii) Grant a credit against, eliminate or reduce the future Special Taxes on the landowner's Assessor's Parcel(s) in the amount of the overpayment.

If following such consultation and action by the CFD Administrator the landowner believes such error still exists, such person may file a written notice of appeal with the City Council. Upon the receipt of such notice, the City Council or designee may establish such procedures as deemed necessary to undertake the review of any such appeal. If the City Council or designee determines an error still exists, the CFD Administrator shall take any of the actions described as (i), (ii) and (iii) above, in order of priority, in order to correct the error.

10. INTERPRETATIONS

The City Council or designee thereof shall interpret this Amended and Restated Rate and Method of Apportionment of Special Tax for purposes of clarifying any ambiguities and make determinations relative to the administration of the Special Tax and any landowner appeals. The decision of the City Council or designee shall be final.



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

10.B.

MEETING DATE: November 12, 2024

SUBJECT: Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3 to Maintenance District No. 84-1 (Lighting)
Owner(s): PW Land Investments L.P., Pulte Home Company, LLC
APN(s): 310-180-070, 310-180-071, 310-180-072, & 310-180-075
Project: Tracts 31157, 31157-1, 31157-2 & 31157-3

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex Tracts 31157, 31157-1, 31157-2 & 31157-3 and setting a public hearing date of January 14, 2025

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION: Tracts 31157, 31157-1, 31157-2 & 31157-3 are being developed into 527 single family homes (132, 131, 80, 184 respectively) as part of Phase 1 of the Park West residential project located south of Nuevo Road near Evans Road (See attached Vicinity Map).

The annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3 will allow the City to finance the annual maintenance costs for one hundred sixty-three (163) new streetlights. In addition, the project will contribute to the traffic signal at the intersection of Nuevo Road and Evans Road.

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$24,916.56. Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

Assistant City Manager: WB

Assistant City Manager: ER

Director of Finance: mf

Attachments:

1. Vicinity Map
2. Resolution Ordering Preparation of the Engineer's Report
3. Engineer's Report
4. Resolution Preliminarily Approving Engineer's Report
5. Resolution of Intention to Annex Tracts 31157, 31157-1, 31157-2 & 31157-3 to
Maintenance District No. 84-1

Consent: x

Public Hearing:

Business Item:

Presentation:

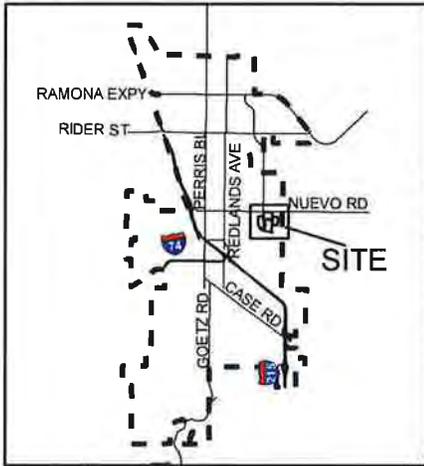
Other:

Attachment No. 1

Vicinity Map

DIAGRAM OF ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-180-070
2	310-180-071
3	310-180-072
4	310-180-075



Attachment No. 2

Resolution to Order Engineer's Report

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 INTO MAINTENANCE DISTRICT NUMBER 84-1

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

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

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

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

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

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

Section 3. That Tracts 31157, 31157-1, 31157-2 & 31157-3 be defined as that area to be annexed to the City of Perris Maintenance District Number 84-1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled “Diagram of Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3 to Maintenance District Number 84-1, City of Perris, County of Riverside, State of California.”

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 12th day of November, 2024

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number ___ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of November, 2024, by the following called vote:

Ayes:

Noes:

Absent:

Abstain:

City Clerk, Nancy Salazar

Attachment No. 3

Engineer's Report

AGENCY: City of Perris

PROJECT: Annexation of Tracts 31157, 31157-1, 31157-2, & 31157-3
To Maintenance District No. 84-1

TO: City Council
City of Perris
State of California

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2024 to June 30, 2025, for that area to be known and designated as:

**"Annexation of Tracts 31157, 31157-1, 31157-2, & 31157-3
to Maintenance District No. 84-1"**

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

Executed this 12th day of November, 2024.

JOHN POURKAZEMI, City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 14th day of January, 2025, by adoption of Resolution ____ of the City Council.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" was filed in the Office of the City Clerk on the 12th day of November, 2024.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. Plans and Specifications. Generally, the work to be performed consists of the annual energy and maintenance costs for one hundred sixty-three (163) new streetlights (129 standard-output and 34 high-output). The standard-output lights are within the Tracts. The high-output streetlights are along Evans Road and Park West Drive adjacent to the Tracts. The streetlights to be installed and maintained are shown on the plans and specifications entitled as:

- "STREET LIGHT PLAN TRACT 31157-1," as prepared by Intelligent Lighting Systems;
- "STREET LIGHT PLAN TRACT 31157-2," as prepared by Intelligent Lighting Systems;
- "STREET LIGHT PLAN TRACT 31157-3," as prepared by Intelligent Lighting Systems;
- "STREET LIGHT PLAN TRACT 31157-4," as prepared by Intelligent Lighting Systems;
- "TRACT NO. 31157-3 STREET LIGHT LOCATION PLAN," as prepared by Albert A. Webb Associates; and
- "PARCEL MAP NO. 38375 BACKBONE STREET IMPROVEMENT PLANS," as prepared by Albert A. Webb Associates.

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

In addition to the streetlights, this area benefits from existing and future traffic signals. Of specific benefit is the traffic signal on Evans Road and Nuevo Road to control traffic from this development. This project is to contribute a 50% share of the annual maintenance and repair costs of the traffic signal.

The streetlight improvements will be owned by the City of Perris and, upon construction will be shown on the Perris Street Light Atlas Maps. Said Map is on file in the City of Perris Office of Public Works Department and is made a part of this report to the same extent as if said documents were attached hereto.

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

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

	Facility	Quantity	Annual Cost	Total Cost
Street Lights				
	Standard Output LED	129	\$57.96	\$7,476.84
	High-Output LED	34	\$89.40	3,039.60
	Maintenance and Replacement	163	\$61.20	9,975.60

Traffic Signals			
Evans Road and Nuevo Road	50%	\$10,498.94	5,249.97
Subtotal			\$25,741.51
Incidental Costs			\$3,861.23
City Contribution for Street Lights	34	-\$31.44	-\$1,068.96
Resolution (Approved Rate @ \$47.28/EBU)			-\$3,617.22
Balance to Assessment			\$24,916.56

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

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

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

The method of assessment is based on units, with a residential dwelling or condominium equal to one benefit unit. Tracts 31157, 31157-1, 31157-2, and 31157-3 are being developed with 527 residential dwelling units, which translates to 527 Benefit Units in MD 84-1.

The current annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities is equal to \$47.28 per benefit unit, shown as follows:

$$\frac{\text{Annual Assessment}}{\text{Benefit Units}} = \frac{\$24,916.56}{527 \text{ Units}} = \$47.28 \text{ per Benefit Unit}$$

Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.

Reference is made to the FY 2024/2025 annual proceedings for Maintenance District No. 84-1, as confirmed and set forth by Resolution. Under these proceedings, the benefit for the annual maintenance of streetlight and traffic signals is equal to \$47.28 per Benefit Unit, or single family home. For the purposes of this report, this assessment determines the net specific streetlight and traffic signal benefit.

The assessment, by Parcel, is as follows:

Parcels	Benefit Units	Estimated Maximum Annual Assessment
See Below	527	\$24,916.56

ASSESSOR'S PARCEL NUMBERS

310-180-070, 310-180-071, 310-180-072, 310-180-075

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

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2024 to June 30, 2025, reference is made to the Assessment Roll included herein as Attachment No.1.

PART 4. **A Diagram** of the Annexation. The boundary of the area to be annexed is coincident with the boundary of Tracts 31157, 31157-1, 31157-2, & 31157-3. Said boundary is designated as "Diagram of Annexation of Tracts 31157, 31157-1, 31157-2, & 31157-3 to Maintenance District No. 84-1, City of Perris, County of Riverside, State of California." The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of annexation and benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

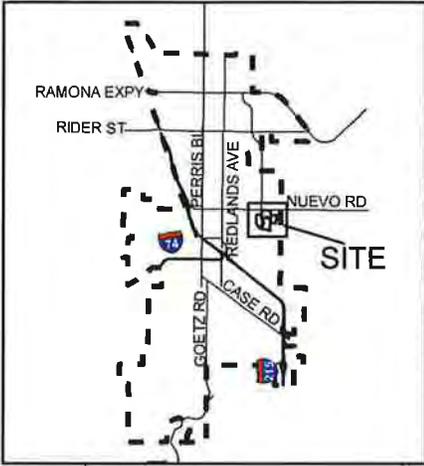
**Assessment Roll
Annexation of Tracts 31157, 31157-1, 31157-2, & 31157-3
To Maintenance District No. 84-1
City of Perris**

Tract	Assessor Parcel Number	Units	Estimated Annual Assessment	Fiscal Year 2024/2025
31157-1	310-180-070	131	\$6,193.68	\$0.00
31157-2	310-180-071	80	3,782.40	0.00
31157-3	310-180-072	184	8,699.52	0.00
31157	310-180-075	<u>132</u>	<u>6,240.96</u>	<u>0.00</u>
Total		527	\$24,916.56	\$0.00

Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.

DIAGRAM OF ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-180-070
2	310-180-071
3	310-180-072
4	310-180-075



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

CONSENT AND WAIVER TO ANNEXATION

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

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

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

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

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

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

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

Dated: 3/25/24


Signature

List Property Owner Name and Mailing Address

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Orange }

On March 25, 2024 before me, Taylor Colleen Block, Notary Public.
Date Here Insert Name and Title of the Officer

personally appeared Darren Warren
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Taylor Colleen Block
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

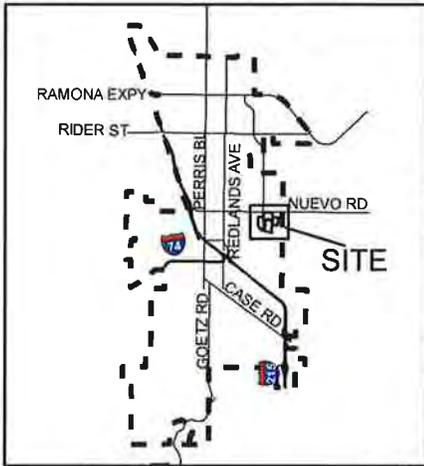
Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-180-070
2	310-180-071
3	310-180-072
4	310-180-075



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

Attachment No. 4

Resolution to Preliminarily Approve Engineer's Report

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

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

WHEREAS, on the 12th day of November, 2024, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act in connection with the annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3; and

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

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

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

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 12th day of November, 2024.

Mayor, Michael M. Vargas

Attest:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, City CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of November, 2024, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 5

Resolution of Intent

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 14, 2025

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

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

WHEREAS, on the 12th day of November, 2024, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

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

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

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

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

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

Section 2. Description of Work: That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to annex Tracts 31157, 31157-1, 31157-2 & 31157-3 to the District, and to order the following work be done, to wit:

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

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

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

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3 to Maintenance District Number 84-1" heretofore approved by the City Council of said City by Resolution No. ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

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

Section 5. Report of Engineer: The City Council of said City by Resolution Number ____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3, to Maintenance District Number 84-1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the streetlights and traffic signals and appurtenant facilities is \$47.28 per Benefit Unit (single family home). Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate increase projected for the upcoming fiscal year.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on January 14, 2025, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

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

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

Section 10. Mailing of Notice: The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10-point type. The property owner of Tracts 31157, 31157-1, 31157-2 & 31157-3 has waived the 45 day notice time

period with the submission of the Petition and Consent Waiver. The form of said notice shall conform in all respects with the

requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

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

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

ADOPTED, SIGNED and APPROVED this 12th day of November, 2024.

Mayor, Michael M. Vargas

Attest:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of November, 2024, by the following called vote:

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

City Clerk, Nancy Salazar



CITY OF PERRIS

10.C.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 12, 2024

SUBJECT: Annexation of Tracts 31157, 31157-1, 31157-2, & 31157-3 to Landscape Maintenance District No. 1 (LMD 1)
Owner(s): PW Land Investments L.P., Pulte Home Company, LLC
APN(s): 310-180-070, 310-180-071, 310-180-072, & 310-180-075
Project: Tracts 31157, 31157-1, 31157-2 & 31157-3

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex Tracts 31157, 31157-1, 31157-2, & 31157-3 and setting a public hearing date of January 14, 2025

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION: Tracts 31157, 31157-1, 31157-2 & 31157-3 are being developed into 527 single family homes (132, 131, 80, 184 respectively) as part of Phase 1 of the Park West residential project located south of Nuevo Road near Evans Road (See attached Vicinity Map).

The annexation of Tracts 31157, 31157-1, 31157-2, & 31157-3 as Benefit Zone 192 will allow the City to finance the annual maintenance of landscape improvements that benefits this property to be installed in conjunction with the project.

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$492,700.84. Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

Assistant City Manager: MB

Assistant City Manager: ER

Director of Finance: 7/4

Attachments:

1. Vicinity Map
2. Resolution Ordering Preparation of the Engineer's Report
3. Engineer's Report
4. Resolution Preliminarily Approving Engineer's Report
5. Resolution of Intention to Annex Tracts 31157, 31157-1, 31157-2, & 31157-3 to Landscape Maintenance District No. 1

Consent:

Public Hearing:

Business Item:

Presentation:

Other:

Attachment No. 1

Vicinity Map

DIAGRAM OF ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO BENEFIT ZONE 192 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-180-070
2	310-180-071
3	310-180-072
4	310-180-075



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

Attachment No. 2

Resolution to Order Engineer's Report

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 192 TRACTS 31157, 31157-1, 31157-2, & 31157-3 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as Landscape Maintenance District No. 1 (the "District"), and created Benefit Zone 192 therein (hereinafter referred to as the "Benefit Zone 192"); and

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

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

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

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

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

Section 3. That Tracts 31157, 31157-1, 31157-2, & 31157-3 be defined as that area to be annexed to Benefit Zone 192, City of Perris Landscape Maintenance District Number 1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled “Diagram of Annexation of Tracts 31157, 31157-1, 31157-2, & 31157-3, to Benefit Zone 192, Landscape Maintenance District Number 1, City of Perris, County of Riverside, State of California.”

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 12th day of November, 2024.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 12th day of November, 2024, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 3

Engineer's Report

AGENCY: City of Perris

PROJECT: Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3
To Benefit Zone 192, Landscape Maintenance District No. 1

TO: City Council
City of Perris
State of California

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2024 to June 30, 2025, for that area to be known and designated as:

**"Annexation of TRACTS 31157, 31157-1, 31157-2 & 31157-3
To Benefit Zone 192, Landscape Maintenance District No. 1"**

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

Executed this 12th day of November, 2024.

JOHN POURKAZEMI, City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made the 14th day of January, 2025, by adoption of Resolution _____ of the City Council.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 12th day of November, 2024.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. Plans and Specifications for the improvements to be maintained and/or improved for a fiscal year have been or will be designed for acceptance by the City of Perris. In general, the landscaping, irrigation, and appurtenances to be maintained are within the following three categories:

The first category of improvements to be maintained includes the landscaping, irrigation, and appurtenances within the parkways and medians along Evans Road and Park West Drive along the frontage of Tracts 31157, 31157-1, 31157-2 & 31157-3.

The second category of improvements is collected for maintenance costs of the local parks, including the planned community park identified as PA 19A/20 on the Park West Specific Plan. Expenses for the parks may include, but are not limited to, landscape maintenance, utilities, repairs and upkeep, facilities maintenance, staffing and administration.

The third category of improvements to be maintained includes the future storm water detention basin, designated as "Basin A." Basin A maintenance includes landscaping maintenance, basin floor maintenance, a reserve collection for concrete flatwork replacement costs, reserve collection for filtration media replacement costs, and reserve collection for tubular fencing replacement costs.

Reference is made to the following documents that are entitled:

- "LMD Landscape Plans Parcel Map 38375 – POC 1, Nuevo Rd. & Evans Rd. & Park West Dr.," prepared by Hermann Design Group;
- "LMD Landscape Plans Parcel Map 38375 – POC 2, Park West Dr.," prepared by Hermann Design Group;
- "LMD Landscape Plans Parcel Map 38375 – POC 3, Evans Rd. & Park West Dr.," prepared by Hermann Design Group; and
- "Riverside County Flood Control and Water Conservation District Perris Valley – Evans Road Storm Drain Stage 1 & Perris Valley – Park West Drive Storm Drain Stage 1," as prepared by Albert A. Webb Associates.

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

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

Due to the soil, water, exposure, and pedestrian traffic, plant replacement in parkways is estimated at a 2% die-off rate at 2.5-foot on-center. Tree trimming is scheduled to occur every other year. Mulch is applied every three years and irrigation replacement/repairs are scheduled to occur every fifth year.

The maximum annual assessment is based on the estimated cost of maintaining the plants at maturity. The annual assessment levied will be based on the actual expenses incurred by Benefit Zone 192 (BZ 192).

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

<u>First Category of Improvements</u>					
<u>Parkways and Medians</u>	<u>Quantity</u>	<u>Unit*</u>	<u>Unit Cost</u>	<u>Years Occurrence</u>	<u>Annual Cost</u>
Maintenance	129,112	SF	\$0.64	1	\$82,631.68
Plant Replacement (2%)	413	EA	22.25	1	9,192.81
Tree Trimming	473	EA	115.00	2	27,197.50
Irrigation Repairs & Replacement Fund	129,112	SF	0.19	1	24,531.28
Irrigation Controller Replacement Fund	3	EA	8,300.00	10	2,490.00
Monuments	5	EA	7,425.00	20	1,856.25
Pilasters	41	EA	800.00	20	1,640.00
Vinyl Fencing	7,209	LF	30.00	15	14,418.00
Mulch	1,197	CY	60.00	3	23,940.00
DG Trail	34,272	SF	0.50	5	3,427.20
Grouted Cobble	5,731	SF	9.00	20	2,578.95
Loose Cobble	3,578	SF	0.14	1	500.92
6" Mow Curb	5,712	LF	15.75	20	4,498.20
Subtotal					\$198,902.79
Incidentals					<u>39,780.60</u>
Total Parkways and Medians Costs					\$238,683.39
<u>Second Category of Improvements</u>					
<u>Parks</u>					<u>Annual Cost</u>
Landscape Maintenance					\$80,000.00
Utilities (Water, sewer, electricity)					150,000.00
Staffing					240,000.00
Routine repairs and upkeep					55,000.00
Facilities Maintenance					<u>24,000.00</u>
Subtotal					\$549,000.00
Incidentals					<u>109,800.00</u>
Total Parks Costs					\$658,800.00
<u>Third Category of Improvements</u>					
<u>Basin</u>	<u>Quantity</u>	<u>Unit*</u>	<u>Unit Cost</u>	<u>Years Occurrence</u>	<u>Annual Cost</u>
Basin Maintenance - Landscaped	189,337	SF	\$0.64	1	\$121,175.68
Basin Maintenance – Un-landscaped	180,721	SF	\$0.35	1	63,252.35
Concrete Flatwork	62,209	SF	\$15.00	40	23,328.38
Pump Replacement	1	EA	\$72,080.00	1	7,208.00
Filtration Media Replacement	66,000	SF	\$18.00	30	39,600.00
Tubular Fencing	4,250	LF	\$50.00	20	<u>10,625.00</u>
Subtotal					\$265,189.41
Incidentals					<u>53,037.88</u>
Total Basin Costs					\$318,227.29

BZ 192 is planned for 527 units. The costs for category one improvements are to be shared among the 527 planned units in the benefit zone tracts. The costs for category two and three improvements are to be shared among the planned 2,027 units in the Park West Specific Plan, which equates to 26.46% of the total costs. Therefore the cost of maintenance allocated to BZ 192 is as follows:

Category	Annual Costs
One – Parkways and Medians (100%)	\$238,683.39
Two – Parks (26.00%)	171,281.50
Three – Basins (26.00%)	82,735.96
Total	\$492,700.84

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections is usually distributed by the County of Riverside the following January. A 6-month tax roll reserve, based on the annual cost of all the improvements is \$246,350.42.

The property owner shall be responsible for the maintenance and upkeep of the public landscaping set forth herein for a period of one year after acceptance of the improvements by the City of Perris. Benefit Zone 192, for the fiscal year commencing July 1, 2024 to June 30, 2025, will incur zero costs.

PART 3. **The Assessment Roll** shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of BZ 192, as shown on the Diagram, enclosed herein as Part 4.

The method of assessment is based on units, with a single-family dwelling equal to one benefit unit. The plans for Tract 31157, 31157-1, 31157-2 & 31157-3 contain 527 dwelling units. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant 9facilities for all categories within Benefit Zone 192 is equal to \$934.02 per benefit unit. The Benefit Units assigned and the corresponding current maximum annual assessment within Benefit Zone 192 are listed as follows:

<u>Parcels</u>	<u>Benefit Units</u>	<u>Parkways & Medians</u>	<u>Parks</u>	<u>Basins</u>	<u>Total</u>
See Below	527	\$238,683.39	\$171,281.50	\$82,735.96	\$492,700.84
Per EBU		\$452.91	\$325.01	\$156.99	\$934.92

ASSESSOR'S PARCEL NUMBERS
 310-180-070, 310-180-071, 310-180-072, 310-180-075

Each year beginning with Fiscal Year 2025/26, the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2024 to June 30, 2025, reference is made to the Assessment Roll included herein as Attachment No. 1.

PART 4. **A Diagram** of the Annexation. The boundary of the area to be annexed is coincident with the boundary of Tracts 31157, 31157-1, 31157-2 & 31157-3. Said boundary is designated as "Diagram of Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3 to Benefit Zone 192, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

**Assessment Roll
Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3
To Benefit Zone 192,
Landscape Maintenance District No. 1, City of Perris**

Assessor Parcel Number	Estimated Annual Assessment	Fiscal Year 2024/2025
See Below	\$492,700.84	\$0.00
Total	\$492,700.84	\$0.00

ASSESSOR'S PARCEL NUMBERS

310-180-070, 310-180-071, 310-180-072, 310-180-075

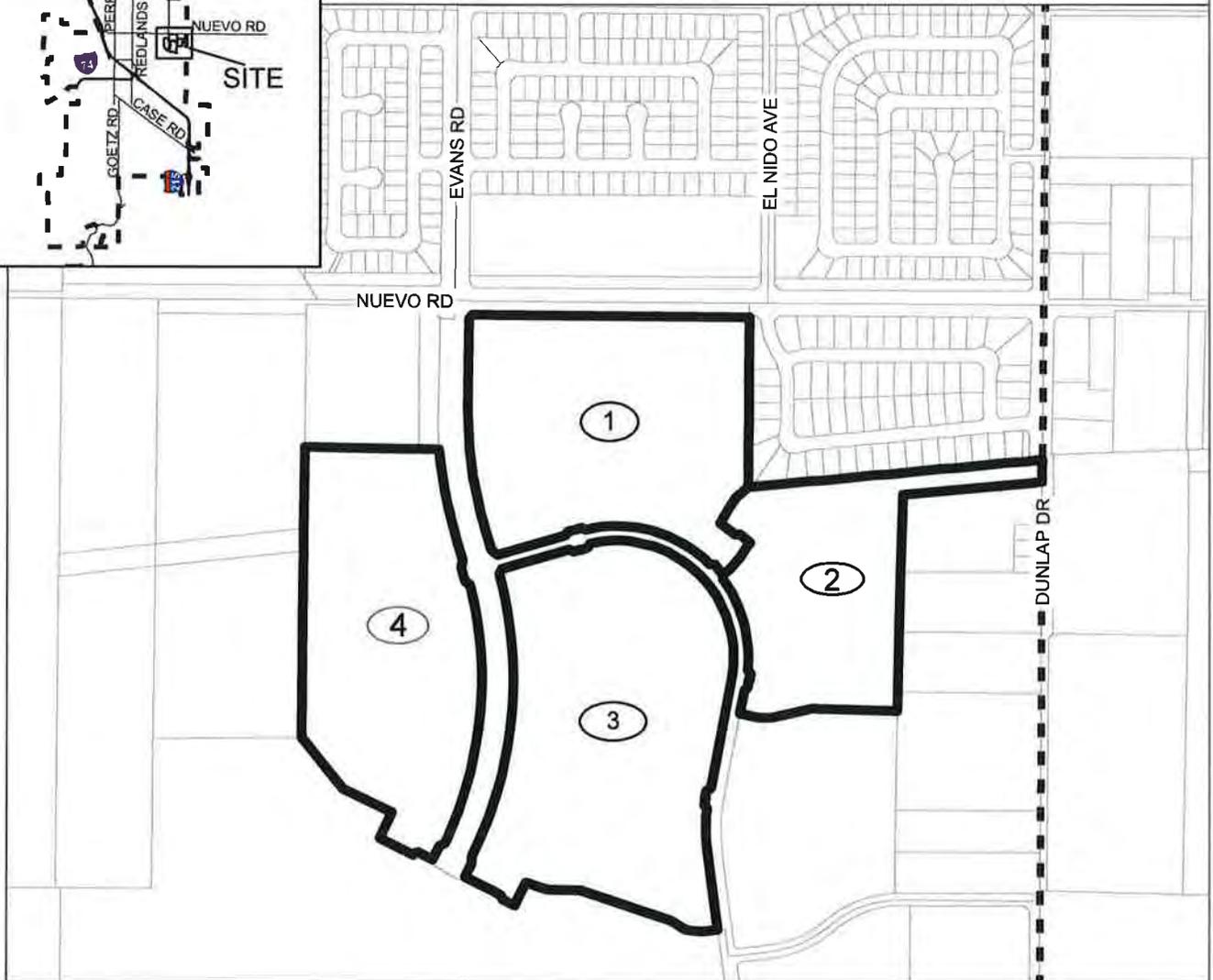
Each year beginning in Fiscal Year 2025/26, the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

DIAGRAM OF ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO BENEFIT ZONE 192 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-180-070
2	310-180-071
3	310-180-072
4	310-180-075



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

CONSENT AND WAIVER TO ANNEXATION

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

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

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

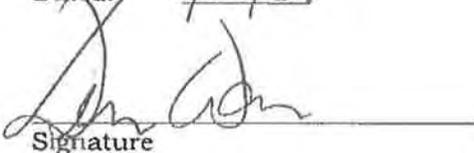
WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance Districts, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer's "Report" pertaining to the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

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

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

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

Dated: 3/25/24


Signature

List Property Owner Name and Mailing Address

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Orange }

On March 25, 2024 before me, Taylor Colleen Block, Notary Public.
Date Here Insert Name and Title of the Officer
personally appeared Darren Warren
Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Taylor Colleen Block
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

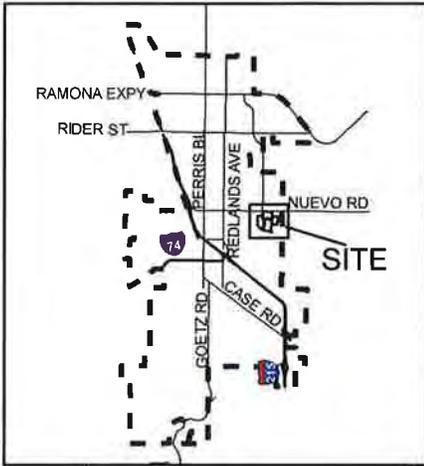
Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO BENEFIT ZONE 192 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-180-070
2	310-180-071
3	310-180-072
4	310-180-075



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

Attachment No. 4

Resolution to Preliminarily Approve Engineer's Report

RESOLUTION NUMBER XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY
APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF TRACTS
31157, 31157-1, 31157-2, & 31157-3 TO BENEFIT ZONE 192, CITY OF
PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1**

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as Landscape Maintenance District No. 1 (the "District"), and created Benefit Zone 192 therein (hereinafter referred to as the "Benefit Zone 192"); and

WHEREAS, on the November 12, 2024, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number _____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by Act in connection with the annexation of Tracts 31157, 31157-1, 31157-2, & 31157-3 to Benefit Zone 192; and

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

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

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

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 12th day of November, 2024.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof 12th day of November, 2024, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 5

Resolution of Intent

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 192, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 192, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF TRACTS 31157, 31157-1, 31157-2, & 31157-3 TO BENEFIT ZONE 192, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 14, 2025

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as Landscape Maintenance District No. 1 (the "District"), and created Benefit Zone 192 therein (hereinafter referred to as the "Benefit Zone 192"); and

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

WHEREAS, on November 12, 2024, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

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

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

WHEREAS, the City now desires to declare its intention to annex certain property into Benefit Zone 192 of the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;

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

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

Section 2. Description of Work: That the public interest and convenience requires, and it is the intention of the City Council of the City of Perris to annex Tracts 31157, 31157-1, 31157-2, & 31157-3 to Benefit Zone 192 of the District, and to order the following work be done, to wit:

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

Section 3. Location of Work: The improvements to be maintained and serviced include the irrigation system, landscaping, and appurtenances benefiting Tracts 31157, 31157-1, 31157-2, & 31157-3. The landscaping, irrigation, and appurtenances to be maintained are described in part 1 of the Engineer's Report.

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

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of Tracts 31157, 31157-1, 31157-2, & 31157-3 to Benefit Zone 192, Landscape Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

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

Section 5. Report of Engineer: The City Council of said City by Resolution Number ____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled “Engineer’s Report for Annexation of Tracts 31157, 31157-1, 31157-2, & 31157-3 to Benefit Zone 192, Landscape Maintenance District No. 1”, is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the public landscaping and appurtenant facilities is equal to \$934.92 per Benefit Unit. Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index (“CPI”) from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on January 14, 2025, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

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

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

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

Section 10. Mailing of Notice: The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10-point type. The property owner of Tracts 31157, 31157-1, 31157-2, & 31157-3 has waived the 45 day notice time period with the submission of the Petition and Consent Waiver. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 54953 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

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

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

ADOPTED, SIGNED and APPROVED this 12th day of November, 2024.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 12th day of November, 2024, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

10.D.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 12, 2024

SUBJECT: Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3 to Flood Control Maintenance District No. 1 (FCMD 1)
Owner(s): PW Land Investments L.P., Pulte Home Company, LLC.
APN(s): 310-180-070, 310-180-071, 310-180-072, & 310-180-075
Project: Tracts 31157, 31157-1, 31157-2 & 31157-3

REQUESTED ACTION: Adoption of Resolution of Intention to Annex Tracts 31157, 31157-1, 31157-2 & 31157-3 to Flood Control Maintenance District No. 1 and set a public hearing date of January 14, 2025

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION: Tracts 31157, 31157-1, 31157-2 & 31157-3 are being developed into 527 single family homes (132, 131, 80, 184 respectively) as part of Phase 1 of the Park West residential project located south of Nuevo Road near Evans Road (See attached Vicinity Map).

As a condition of approval, these projects are required to annex into FCMD 1. This district provides revenue for the annual maintenance of flood control improvements installed in conjunction with new development.

The improvements to be maintained under Benefit Zone 156 are all located within the public right-of-way and are described in the attached annexation report. The improvements are to be maintained by Benefit Zone 156 in perpetuity. The per unit maximum annual assessment is \$668.38.

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$352,237.31. Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

Assistant City Manager: WD

Assistant City Manager: ER

Director of Finance: TH

Attachments:

1. Vicinity Map
2. Engineer's Report
3. Resolution of Intention to Annex Tracts 31157, 31157-1, 31157-2 & 31157-3 to Flood Control Maintenance District No. 1

Consent: x

Public Hearing:

Business Item:

Presentation:

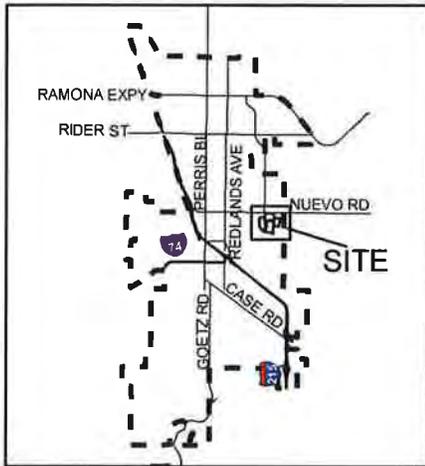
Other:

Attachment No. 1

Vicinity Map

DIAGRAM OF ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO BENEFIT ZONE 156 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-180-070
2	310-180-071
3	310-180-072
4	310-180-075



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

Attachment No. 2

Engineer's Report

AGENCY: City of Perris

PROJECT: Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3
To Benefit Zone 156, Flood Control Maintenance District No. 1

TO: City Council
City of Perris
State of California

REPORT PURSUANT TO "BENEFIT ASSESSMENT ACT OF 1982"

Pursuant to the direction from the City Council of the City of Perris, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Part 1 of Division 2 of Title 5 of the Government Code of the **STATE OF CALIFORNIA**, being the "Benefit Assessment Act of 1982", as amended, commencing with Section 54703. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2024 to June 30, 2025, for that area to be known and designated as:

**"Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3
To Benefit Zone 156, Flood Control Maintenance District No. 1"**

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

Executed this 12th day of November, 2024.

JOHN POURKAZEMI, City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made the 14th day of January, 2025, by adoption of Resolution _____ of the City Council.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 12th day of November, 2024.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. A General Description of the flood control improvements to be maintained includes facilities that will accommodate the storm flow and protect Tracts 31157, 31157-1, 31157-2 & 31157-3 from inundation. All improvements to be maintained will be located in public rights-of-way and easements. There are three categories of improvements to be maintained.

The first category of improvements to be maintained under Benefit Zone 156 are local in-tract improvements to be maintained in perpetuity. These improvements include catch basins, 18-, 24-, 30-, and 36- inch reinforced concrete (RCP) storm drain pipes, and transition structures to collect and convey runoff discharge from the property to water quality basins, and discharge the flow into the Perris Valley Storm Drain Channel.

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

<u>Tract</u>	<u>18- to 36-inch Storm Drain Pipes (lineal feet)</u>	<u>Catch Basins</u>
Tract 31157	4,107	25
Tract 31157-1	3,125	20
Tract 31157-2	2,440	18
Tract 31157-3	<u>5,862</u>	<u>47</u>
Totals	15,334	110

The interior streets within Tracts 31157, 31157-1, 31157-2 & 31157-3 are the second category of improvements to be maintained. These streets were designed to carry the 10-year flow within the curb and a 100-year flow within the right-of-way. Proper street maintenance will improve the quality of the storm drain flow and reduce the accumulation of debris along the curbs. In addition, scheduled street maintenance will prevent deterioration of the pavement and a decline in the curb, gutters and sidewalks; and provide safer pedestrian and vehicular access. Maintenance of the street improvements including slurry seal, grind and overlay of existing pavement, and the replacement of damaged pavement, curb, gutter, and sidewalk. A slurry seal, or asphaltic coating, will be applied over pavement areas on an average interval of four years. Slurry seal operations will not occur in interval years where grind and overlay, or replacement activities are scheduled.

On an average interval of twelve years, approximately 2 inches of the upper asphaltic paving will be ground and replaced. Grinding and overlay operations will not occur in interval years when reconstruction operations are scheduled. These latter operations will occur on an average interval of 36 years. Approximately every 36 years, the asphaltic layer of the pavement structural section will be removed and replaced. Due to normal damage and deterioration, it is assumed that 10% of the curb, gutter and sidewalk improvements will need to be repaired or replaced. Reference is made to Attachment 1 that includes details on the annual cost of maintaining the street improvements. A 36-year cash flow was prepared to determine the annual assessment. The cash flow sets forth the annual assessment revenue along with the projected annual cost for each type of service and service interval. The analysis includes an inflation factor of 2.5% per year.

The third category of improvements is the contribution towards the maintenance and upkeep of storm drains and streets for the infrastructure on Evans Road, Park West Drive and Tracy Street within Parcel Map 38375. The tracts in BZ 156 share these facilities with all parcels within PM 38375 and the contribution is based on the number of units of BZ 156 divided by the planned 1,992 units within PM 38375. The storm drain improvements include thirty-eight (38) catch basins, 18-, 24-, 30-, and 36-inch reinforced concrete (RCP) storm drain pipes in the public right of way. The street facilities include pavement, sidewalk and concrete curbs. Note that the major storm drain lines A, H, J and Z will be maintained by the Riverside County Flood Control and Water Conservation District (RCFC&WCD) and Interim Basin H will be privately maintained under an agreement with the property developer.

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

- "Park West Specific Plan Parcel Map No. 38375 Backbone Street Improvement Plans,"
- "Park West Specific Plan Tract No. 31157 Street Improvement Plans,"
- "Park West Specific Plan Tract No. 31157-1 Street Improvement Plans,"
- "Park West Specific Plan Tract No. 31157-2 Street Improvement Plans,"
- "Park West Specific Plan Tract No. 31157-3 Street Improvement Plans," and
- "Riverside County Flood Control and Water Conservation District Park West Storm Drain Improvements."

The plans and specifications have been approved by the City Engineer for the City of Perris and are on file in the City of Perris Office of Public Works. The plans and specifications sufficiently show and describe the general nature, location, and extent of the improvements, and by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

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

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

First Category of Improvements				
<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
Catch Basins	110	Each	\$450.00	\$49,500.00
Transition Structures	520	LF	\$7.53	3,915.60
18" Storm Drain Pipes	5,097	LF	\$3.84	19,572.48
24" Storm Drain Pipes	4,190	LF	\$4.04	16,089.60
30" Storm Drain Pipes	3,034	LF	\$4.04	12,257.36
36" Storm Drain Pipes	3,213	LF	\$4.25	<u>12,980.52</u>
Subtotal				\$114,315.56
Incidentals				\$22,863.11
First Category Total Estimated Annual Costs				\$137,178.67

Second Category of Improvements	Quantity	Unit	Unit Cost	Total Annual Cost
Streets (see Attachment 1)			\$174,112.69	<u>\$174,112.69</u>
Second Category Total Estimated Annual Costs				\$174,112.69

Third Category of Improvements	Quantity	Unit	Unit Cost	Total Annual Cost
Item				
Backbone Streets and Sidewalks				\$111,414.07
Catch Basins	38	Each	\$450.00	\$17,100.00
Inlets/Outlets	1	Each	\$450.00	900.00
Headwall	2	Each	\$133.00	266.00
Transition Structures	21	LF	\$7.53	158.13
18" Storm Drain Pipes	1,386	LF	\$3.84	5,323.93
24" Storm Drain Pipes	2,596	LF	\$4.04	9,968.03
30" Storm Drain Pipes	231	LF	\$4.04	932.84
36" Storm Drain Pipes	367	LF	\$4.25	<u>1,481.87</u>
Subtotal				\$36,130.80
Incidentals				7,226.16
Storm Drain Subtotal				\$43,356.96
Third Category Total Estimated Annual Costs				\$154,771.03
BZ 156 Share of Costs (527/1,992 = 26.45%)				\$40,945.95

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

Zero costs will be assessed to Benefit Zone 156 for the fiscal year commencing July 1, 2024 to June 30, 2025.

PART 4

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

The storm drainage facilities will accommodate the storm flow specifically impacting Benefit Zone 156. These improvements specifically benefit the area within the annexation; and, the improvements were required for the approval of, and as of consequence of, development of this area.

The method of assessment is based on units, with a single-family dwelling equal to one benefit unit. The plans for Tracts 31157, 31157-1, 31157-2 & 31157-3 contain 527 dwelling units. The current maximum annual assessment, under Benefit Zone 156, reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities is equal to \$260.30 per Benefit Unit for the First Category, \$330.38 per Benefit Unit for the Second Category, and \$77.70 for the Third Category. **The combined maximum annual assessment for both categories is \$668.38 per Benefit Unit.** The Benefit Units assigned and the corresponding current maximum annual assessment within Benefit Zone 156 are listed as follows:

$$\frac{\text{Annual Costs of 1}^{\text{st}} \text{ Category} + \text{2}^{\text{nd}} \text{ Category} + \text{3}^{\text{rd}} \text{ Category}}{\text{Benefit Units}} =$$

$$\frac{\$137,178.67 + \$174,112.69 + \$40,945.95}{527 \text{ Benefit Units}} = \$668.38 \text{ per Benefit Unit}$$

Each year beginning in Fiscal Year 2025/26, the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2024 to June 30, 2025, reference is made to the Assessment Roll included herein as Attachment No. 2.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January. A 6-month tax roll reserve for the current maintenance of the flood control facilities and incidental costs is estimated to be \$176,118.65.

PART 5. **A Diagram** of the Annexation. The boundary of the area to be annexed is coincident with Tracts 31157, 31157-1, 31157-2 & 31157-3. Said boundary is designated as "Diagram of Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3 to Benefit Zone 156, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 3, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 6. **A Petition for Annexation** to the District has been signed by the owner of the area within the proposed annexation. Said petition is included herein as Attachment No. 4.

**Current Annual Street Maintenance Costs
Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3
to Benefit Zones 156 Flood Control Maintenance District No. 1
City of Perris**

<u>Maintenance Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total Cost</u>
Slurry Seal (SS)	797,887	Square Feet	0.25	\$199,471.75
0.15-foot Grind and Overlay	797,887	Square Feet	1.15	917,570.05
<u>Remove and Reconstruct</u>				<u>Total Cost</u>
6" Concrete Curb	40,598	Linear Feet	\$10.00	\$405,980.00
Remove Existing Curb	40,598	Linear Feet	2.00	81,196.00
4' Sidewalk (width)	226,930	Square Feet	5.00	1,134,650.00
Remove Existing Sidewalk	226,930	Square Feet	0.50	113,465.00
subtotal				1,735,291.00
Mobilization	10.00%			<u>173,529.10</u>
Total Curb and Sidewalk				\$1,908,820.10
25% Curb and Sidewalk Remove and Reconstruct				\$477,205.03
0.25-foot Street Grind and Overlay	797,887	Square Feet	1.75	<u>1,396,302.25</u>
Total Remove and Reconstruct				\$1,873,507.28

Street Maintenance Cash Flow

<u>Year</u>	<u>Projected Annual Assessment Revenue</u>	<u>Slurry Seal</u>	<u>Grind and Overlay</u>	<u>Remove & Reconstruct</u>	<u>Subtotal</u>	<u>Construction Admin</u>	<u>Total Annual Expenditures</u>	<u>Annual Fund Balance</u>
0	\$174,112.69	\$199,471.75	\$917,570.05	\$1,873,507.28		10% of Subtotal		
1	\$174,112.69				\$0.00	\$0.00	\$0.00	\$174,112.69
2	179,510.18				0.00	0.00	0.00	353,622.87
3	185,075.00				0.00	0.00	0.00	538,697.87
4	190,812.33	218,603.64			218,603.64	10,930.18	229,533.82	499,976.38
5	196,727.51				0.00	0.00	0.00	696,703.89
6	202,826.06				0.00	0.00	0.00	899,529.95
7	209,113.67				0.00	0.00	0.00	1,108,643.62
8	215,596.19	246,997.21			246,997.21	12,349.86	259,347.07	1,064,892.74
9	222,279.67				0.00	0.00	0.00	1,287,172.41
10	229,170.34				0.00	0.00	0.00	1,516,342.75
11	236,274.62				0.00	0.00	0.00	1,752,617.37
12	243,599.13		1,283,762.09		1,283,762.09	64,188.10	1,347,950.19	648,266.31
13	251,150.70				0.00	0.00	0.00	899,417.01
14	258,936.37				0.00	0.00	0.00	1,158,353.38
15	266,963.40				0.00	0.00	0.00	1,425,316.78
16	275,239.27	325,102.30			325,102.30	16,255.12	341,357.42	1,359,198.63
17	283,771.69				0.00	0.00	0.00	1,642,970.32
18	292,568.61				0.00	0.00	0.00	1,935,538.93
19	301,638.24				0.00	0.00	0.00	2,237,177.17
20	310,989.03	356,283.77			356,283.77	17,814.19	374,097.96	2,174,068.24
21	320,629.69				0.00	0.00	0.00	2,494,697.93
22	330,569.21				0.00	0.00	0.00	2,825,267.14
23	340,816.86				0.00	0.00	0.00	3,166,084.00
24	351,382.18		1,851,776.34		1,851,776.34	92,588.82	1,944,365.16	1,573,101.02
25	362,275.03				0.00	0.00	0.00	1,935,376.05
26	373,505.56				0.00	0.00	0.00	2,308,881.61
27	385,084.23				0.00	0.00	0.00	2,693,965.84
28	397,021.84	454,847.03			454,847.03	22,742.35	477,589.38	2,613,398.30
29	409,329.52				0.00	0.00	0.00	3,022,727.82

Attachment 1-2

<u>Year</u>	<u>Projected Annual Assessment Revenue</u>	<u>Slurry Seal</u>	<u>Grind and Overlay</u>	<u>Remove & Reconstruct</u>	<u>Subtotal</u>	<u>Construction Admin</u>	<u>Total Annual Expenditures</u>	<u>Annual Fund Balance</u>
30	422,018.74				0.00	0.00	0.00	3,444,746.56
31	435,101.32				0.00	0.00	0.00	3,879,847.88
32	448,589.46	513,925.33			513,925.33	25,696.27	539,621.60	3,788,815.74
33	462,495.73				0.00	0.00	0.00	4,251,311.47
34	476,833.10				0.00	0.00	0.00	4,728,144.57
35	491,614.93				0.00	0.00	0.00	5,219,759.50
36	<u>506,854.99</u>	<u>0</u>	<u>0</u>	<u>5,453,918.83</u>	<u>5,453,918.83</u>	<u>272,695.94</u>	<u>5,726,614.77</u>	-0.28
	\$11,240,477.09	\$2,115,759.28	\$3,135,538.43	\$5,453,918.83	\$10,705,216.54	\$535,260.83	\$11,240,477.37	

Inflation Factor 2.50%
 Current Year Assessment \$174,112.69
 Number of Dwelling Units 527
Current Dollar Per Assessment Unit \$330.38

Assessment Roll

**Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3
To Benefit Zone 156,
Flood Control Maintenance District No. 1, City of Perris**

<u>Benefit Zone / Assessment Number</u>	<u>Description</u>	<u>Assessor Parcel Number</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2024/2025</u>
156	Tracts 31157, 31157-1, 31157-2 & 31157-3	See Below	\$352,237.31	\$0.00
	Total		\$352,237.31	\$0.00

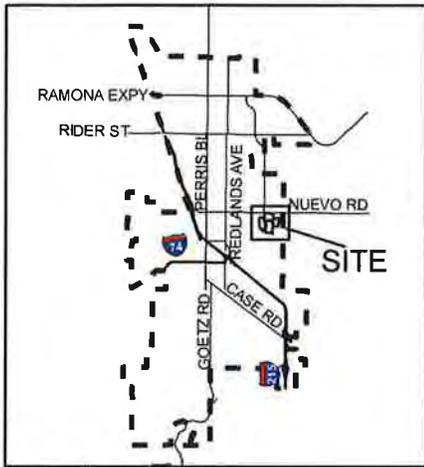
ASSESSOR'S PARCEL NUMBERS

310-180-070, 310-180-071, 310-180-072, 310-180-075

Each year beginning in Fiscal Year 2025/26, the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

DIAGRAM OF ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO BENEFIT ZONE 156 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-180-070
2	310-180-071
3	310-180-072
4	310-180-075



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

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

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

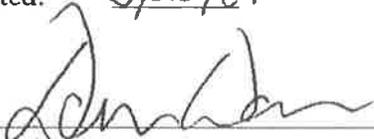
In the matter of the proposed)
Annexation to City of Perris)
Flood Control Maintenance District No. 1)

TO: The City Council of the City of Perris

We, the undersigned, hereby:

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

Dated: 3/25/24

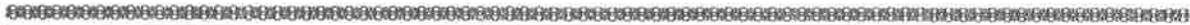


Signature

List Property Owner Name and Mailing Address

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189



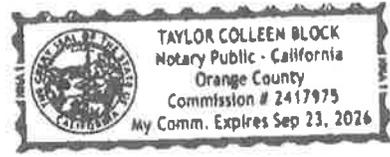
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On March 25, 2024 before me, Taylor Colleen Block, Notary Public.
Date Here Insert Name and Title of the Officer

personally appeared Darren Warren
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Taylor Colleen Block
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

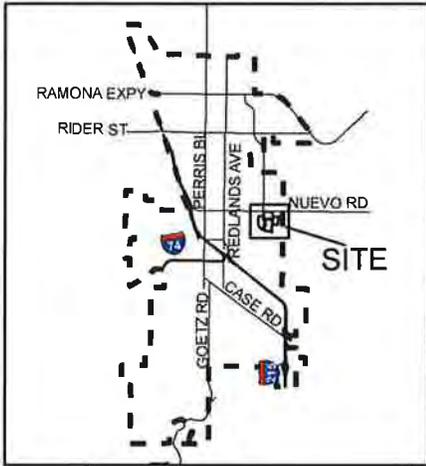
Other: _____

Signer is Representing: _____



EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF TRACTS 31157, 31157-1, 31157-2 & 31157-3 TO BENEFIT ZONE 156 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- 1 MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-180-070
2	310-180-071
3	310-180-072
4	310-180-075



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

Attachment No. 3

Resolution of Intent

RESOLUTION NUMBER XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING
INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN
PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF TRACTS
31157, 31157-1, 31157-2 & 31157-3 TO BENEFIT ZONE 156, FLOOD
CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE
BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND
PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 14, 2025**

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of Tracts 31157, 31157-1, 31157-2 & 31157-3 through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the "Benefit Assessment Act of 1982", (the "Act"); and

WHEREAS, PW Land Investments L.P. and Pulte Home Company, LLC (the "Owners") have presented signed petitions to the City Council requesting the annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the "Improvements") which benefit properties within Tracts 31157, 31157-1, 31157-2 & 31157-3; and

WHEREAS, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within Tracts 31157, 31157-1, 31157-2 & 31157-3 and

WHEREAS, to accomplish such purposes, the City Council proposes to annex Tracts 31157, 31157-1, 31157-2 & 31157-3 to Benefit Zone 156, Flood Control Maintenance District No. 1.

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

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

Section 2. Maintenance of the improvements will be of direct benefit to parcels within Tracts 31157, 31157-1, 31157-2 & 31157-3 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the map entitled "Diagram of Annexation of Tracts 31157, 31157-1, 31157-2 & 31157-3 to Benefit Zone 156,

Flood Control Maintenance District Number 1” on file in the office of the City Clerk of the City of Perris, California.

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

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

The property owners of Tracts 31157, 31157-1, 31157-2 & 31157-3 have waived this 45 day time period with the submission of the signed Petition and Consent Waiver.

Section 4. On the 14th day of January, 2025, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the annexation to the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

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

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

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

Section 7. The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments, including the Owners. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10-point type. The property owners of Tracts 31157, 31157-1, 31157-2 & 31157-3 have waived the 45 day notice time period with the submission of the Petition and Consent Waiver. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

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

ADOPTED, SIGNED and APPROVED this 12th day of November, 2024.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 12th day of November, 2024, by the following called vote:

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

City Clerk, Nancy Salazar



CITY OF PERRIS

10.E.

CITY COUNCIL AGENDA SUBMITTAL

DATE: November 12, 2024

SUBJECT: Full Road Closure for Case Road southeast of Mapes Road

REQUESTED ACTION: Approve IDIL Perris Logistics Center request for a full road closure for Case Road Reconstruction southeast of Mapes Road

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

On October 24, 2024, the Engineering Department received a full road closure request from IDIL Perris Logistics Center to facilitate the reconstruction of approximately 500 lineal feet of Case Road southeast of Mapes Road.

The Engineering Department has reviewed the extent of the work and has deemed the closure necessary for safety purposes and to negate traffic impact. The proposed road closure is anticipated to begin December 10, 2024 and finish by December 20, 2024.

The surrounding businesses and neighborhoods will be notified with flyers 4 weeks prior to the start of construction. To inform the motorists, notice boards will be placed in the work area 2 weeks prior to the closure. Access will be provided with a detour during the road closure for all traffic.

BUDGET (or FISCAL) IMPACT:

No fiscal impact.

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

REVIEWED BY:

Assistant City Manager WP
Assistant City Manager ER
Director of Finance JS

Attachments:

1. Vicinity Map
2. Traffic Control Plan

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

ATTACHMENT 1

VICINITY MAP



ATTACHMENT 2

TRAFFIC CONTROL PLAN



CITY OF PERRIS

10.F.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 12, 2024

SUBJECT: TUMF Funding/Reimbursement Agreement in the amount of \$13,898,000 between the City of Perris and the Western Riverside Council of Governments (WRCOG) for construction of the Ethanac Road Bridge over San Jacinto River, and the roadway extension to the western City Limits (CIP S139)

REQUESTED ACTION: That the City Council:

- 1) Approve the TUMF Funding/Reimbursement Agreement in the amount of \$13,898,000 between the City of Perris and the Western Riverside Council of Governments (WRCOG) for construction of the Ethanac Road Bridge over San Jacinto River, and the roadway extension to the western City limits; and
- 2) Authorize the City Manager to execute the TUMF Funding /Reimbursement Agreement in the amount of \$13,898,000, approved as to form by City Attorney

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

The City of Perris is leading the construction of the Ethanac Road Bridge over San Jacinto River, (Project) consisting of a four-lane roadway (two lanes in each direction), including a multi-purpose trail and bike lanes on the bridge deck, and roadway extension to the western City limits. Construction is anticipated to begin in Spring 2025 and projected to be completed in Summer 2026.

For the City, the Ethanac Road Bridge is major infrastructure component that will greatly benefit the community by providing critical access to approximately 3,000 acres of homes and businesses and allow for future and various commercial, retail, and residential development opportunities.

The Project is a component of the Ethanac Expressway Corridor Plan, which is a key regional transportation planning document that will ultimately result in Ethanac Road connecting westerly to Highway 74. This future east-west arterial connection will significantly decrease travel time for commuters as well as provide an alternate and more direct route for emergency situations (wildfires, flooding, and major incidents on nearby I-215 & I-15 freeways).

The Project is in final design and environmental permitting approvals stage and together with the funding contributions, the Project will be ready to advertise for bids. The WRCOG TUMF funding

contribution as presented is already included in the TUMF Five Year Central Zone TIP, allocating \$13,898,000 for the construction phase of the Ethanac Road Bridge and roadway extension.

BUDGET (or FISCAL) IMPACT:

No impact to the City's General Fund. The TUMF funding in the amount of \$13,898,000 will be added to CIP S-139.

Prepared by: Brad Brophy, Assistant City Engineer

REVIEWED BY:

Assistant City Manager: WB

Assistant City Manager: ER

Director of Finance: MB

Attachments:

1. TUMF Funding Agreement 24-CN-PER-1312
2. CIP Sheet S-139
3. FY 24/25 Central Zone 5-Year TIP

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

Attachment 1

TUMF Funding Agreement 24-CN-PER-1312

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
ETHANAC ROAD EXTENSION
CONSTRUCTION**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this _____ day of _____, 20____, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and CITY OF PERRIS (“AGENCY”), a California municipal corporation. WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for the Ethanac Road Extension (Goetz Rd. to Keystone), including bridge over the San Jacinto River (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation

4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Thirteen Million Eight Hundred Ninety Eight Thousand Dollars (**\$13,898,000.00**), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the

AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase,

AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG.

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates **John Pourkazemi, City Engineer**, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.
(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF

Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the

AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF PERRIS

By: _____ Date: _____
Dr. Kurt Wilson
Executive Director

By: _____ Date: _____
Clara Miramontes
City Manager

Approved to Form:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

EXHIBIT "A"

SCOPE OF WORK

SCOPE OF WORK:

Construct Ethanac Road, a new four-lane (2-lanes in each direction), 450-foot bridge spanning the San Jacinto River, and construct a 3,500-foot extension of the Ethanac Road with connectivity west of the River. The new bridge includes a 10-foot wide multi-purpose trail below and five-foot wide protected bicycle lane on the bridge surface.

EXHIBIT "A-1"
ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E		\$4,425,000.00	\$4,425,000.00
RIGHT OF WAY			
CONSTRUCTION	\$13,898,000.00	\$18,798,000.00	\$32,696,000.00
TOTAL	\$13,898,000.00	\$23,223,000.00	\$37,121,000.00

EXHIBIT "A-2"
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED			
PS&E	Nov. 2024	\$4,425,000.00	Pending env. Permitting agencies approval.
RIGHT OF WAY	Nov. 2024		Underway
CONSTRUCTION	Summer 2026	\$32,696,000.00	
TOTAL		\$37,121,000.00	

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.
6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$____INSERT NUMERICAL DOLLAR AMOUNT____) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	[<u>insert charges</u>]
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
-----------------------------------	------------------------------

[sample]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
3390 University Avenue; Suite 450
Riverside, California 92501
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice # __

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00
---------------------------------	-----------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
This is per agreement No. XX-XX-XXX effective Month/Date/Year .

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Base Contract Amount: \$000,000.00
Authorized Extra Work (if Applicable) \$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT: \$000,000.00

Total Invoice to Date: \$000,000.00
Total Previously Billed: \$000,000.00
Balance Remaining: \$000,000.00

Amount Due this Invoice: \$000,000.00
=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

Attachment 2

CIP Sheet S139

Attachment 3

FY 24/25 Central Zone 5-Year TIP



Fiscal Year 2024/2025 Central Zone 5-Year Transportation Improvement Program

Fiscal Year	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Reimbursement Agreement Values	Last Invoiced	Max Share (2022)
Forecast Revenues	\$9,071,757	\$9,162,475	\$9,208,287	\$9,254,328	\$9,346,872	\$79,430,972	\$ (31,984,281)	\$ 99,601,467			
Carryover Revenues (As of March 2022)	\$ 23,962,530	\$ (19,901,260)	\$ (30,336,210)	\$ (28,025,923)	\$ (18,771,595)						
Available Revenue	\$33,034,287	(10,738,785)	(21,127,923)	(18,771,595)	(9,424,723)						
Programmed Expenditures											
County of Riverside											
06-CN-RCY-1103	Calico Road, Alexander Street to I-215 (3.280 mi. 2 to 4 lanes)	PLN \$ 4,389,215	ENG \$ 1,500,000					4,389,215	4,761,338	2/26/2024	\$ 14,074,000
								1,500,000	1,813,338		
23-CN-RCY-1196	Gilman Springs Rd (SR-60 to Bridge St)	PLN \$ 500,000	ROW \$ 2,000,000					1,000,000	1,000,000	NA	\$ 13,445,000
23-CN-RCY-1199	Nuevo Rd (Dunlap Dr to Menifee Rd)	PLN \$ 500,000						500,000	500,000	NA	
City of Menifee											
18-CN-MEN-1181	Holland Road (Antelope to Haun) & I-215 Overcrossing	CON \$ 5,469,575						\$5,469,575	\$11,255,000	8/21/2023	\$ 24,441,000
18-CN-MEN-1182	Scott Road Widening (Sunset Ave to I-215)	PLN \$ -	ENG \$ 815,754					(150,000)	150,000		
								815,754	2,520,000	6/27/2023	\$ 14,665,000
								(1,704,246)			
								2,509,000	2,509,000	N/A	
20-CN-MEN-1183	McCall-I-215 Interchange	PLN \$ 446,577	ENG \$ 800,000					446,577	1,423,493		
								1,379,425	1,379,925	9/7/2023	\$ 18,243,000
								(500)			
								2,903,940	405,770		
21-CN-MEN-1197	McCall Blvd Widening (Aspell Rd to Menifee Rd)	PLN \$ 74,520	ENG \$ -					74,520	132,000		
								(57,480)	330,000	9/20/2023	\$ 2,859,000
								(330,000)			
								532,426	548,000		
								1,849,000	1,507,000		
23-CN-MEN-1189	Menifee Road Widening (Garbani Road to Scott Road)	PLN \$ 284,000	ENG \$ 709,000					284,000	284,000	No Invoices	\$2,992,000
								709,000	709,000		
								1,176,000	1,526,000		
24-CN-MEN-1316	SR-74/I-215 Interchange	PLN \$ 500,000						500,000	-		\$0



CITY OF PERRIS

10.G.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 12, 2024

SUBJECT: Amendment No. 2 to Contract Service Agreement between the City of Perris and Mark Thomas for the I-215/Harley Knox Interchange Improvements Project Approval and Environmental Document (PA&ED) increasing contract cost in the amount of \$383,000, to comply with Caltrans requirements under CEQA and NEPA

REQUESTED ACTION: That the City Council:

- 1) Approve Amendment No. 2, to Contract Service Agreement between the City of Perris and Mark Thomas for the I-215/Harley Knox Interchange Improvements Project Approval and Environmental Document (PA&ED) increasing contract budget by \$383,000, to comply with Caltrans requirements under CEQA and NEPA; and
- 2) Authorize the City Manager to execute Amendment No. 2 to the Professional Service Agreement (Agreement), approved as to form by City Attorney

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

On October 12, 2021, the City Council approved the Contract Services Agreement (Agreement) with Mark Thomas (Consultant) for the Project Approval and Environmental Document (PA&ED) for the I-215/Harley Knox Interchange Improvements (Project) in the amount of \$2,408,699.92.

The contract term was from November 8, 2021, through April 30, 2024. Due to Caltrans review timeline, on April 30, 2024, Council approved a Contract term extension extending the contract to December 31, 2025 (no cost increase involved).

Through the PA&ED review, Caltrans has requested additional specialized studies and reports. Consultant has provided the estimates for the specialized studies, reports and associated staff resources resulting in \$383,000 of additional compensation; increasing the contract amount from \$2,408,699.92 to \$2,791,699.92 .

Staff recommends that the City Council approves Amendment No. 2 to Contract Service Agreement between the City of Perris and Mark Thomas for the I-215/Harley Knox Interchange Improvements PA&ED increasing the contract budget by \$383,000; and authorize the City

Manager to execute Amendment No. 2 to the Professional Services Agreement, approved as to form by City Attorney.

BUDGET (or FISCAL) IMPACT:

Sufficient funding is available in the current budget for CIP S095, funded by RBBB (Fund 133).

Prepared by: John Pourkazemi, City Engineer
Brad Brophy, Assistant City Engineer

REVIEWED BY:

Assistant City Manager: MB
Assistant City Manager: ER
Director of Finance: MS

Attachments:

1. Vicinity Map
2. CIP Sheet S-095
3. Original CSA
4. CSA A-1
5. Amendment 2 CSA, I-215/Harley Knox IC Improvements

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

Attachment 1

Vicinity Map



Vicinity Map I-215/Harley Knox Interchange Project Area.

Attachment 2

CIP Sheet S-095

Attachment 3

Original CSA

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

I-215/HARLEY KNOX INTERCHANGE

ENVIRONMENTAL AND ENGINEERING CONSULTING SERVICES

This Contract Services Agreement ("Agreement"), is made and entered into this 8th day of November, 2021, by and between the City of Perris, a municipal corporation ("City"), and Mark Thomas, a California Corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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

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

2.0 COMPENSATION

\$2,408,699.92

183 11/15/2021

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Two Million Four Hundred ~~Twenty~~ ^{Five} Thousand ~~Five~~ ^{Five} Hundred ~~Thirty~~ ^{Thirty} Nine and 92/100 dollars (~~\$2,412,539.92~~) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Two Million Four Hundred Twelve Thousand Five Hundred Thirty-Nine and 92/100 dollars (\$2,412,539.92) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

providing design services, the estimated increased or decreased cost estimate for the project being designed.

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than April 30, 2024.

4.0 COORDINATION OF WORK

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, but not defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement. Consultant has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant

shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event, Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation

and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the

Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

By: 
Nancy Salazar, City Clerk

"CITY"
CITY OF PERRIS
By: 
Clara Miramontes, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: 
Eric L. Dunn, City Attorney

"CONSULTANT"
Mark Thomas [a California Corporation]
By: 

Robert Himes, Vice President

By: 
Signature

R. Matt Brogan, Secretary

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

01006/0001/63662.01

Exhibit "A"
Page 1

LONG FORM
CONTRACT SERVICES AGREEMENT

SCOPE OF WORK

Mark Thomas will follow the scope of work below for the Interstate 215/Harley Knox Interchange project for the City of Perris (City). In the performance of this scope of services, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas.

It is proposed that work required to support/complete the project report will be performed by the following:

- Environmental Document/Technical Studies – ICF
- Traffic Operations Analysis Report – Fehr & Peers
- Geotechnical Report/Preliminary Foundation Report – EMI
- Hazardous Waste Investigation – Group Delta
- Right of Way Support – Monument
- Value Analysis – VMS

TASK 1. PROJECT MANAGEMENT

Mark Thomas project management includes management of the project team, which includes the subconsultant team, general project coordination with the City, preparing contract paperwork, memorandums, letters and e-mail, making phone calls, preparing invoices and monthly progress report and maintaining project files. We will update the Critical Path Schedule (CPM) on a monthly basis to track performance and identify issues that could either delay or accelerate the schedule. Each submittal will clearly be shown in the CPM and tracked for internal progress and external review periods. The CPM will be presented as a discussion item at each Project Development Team (PDT) meeting. Other managerial duties include keeping the Project History file up to date.

Task 1.1. General Project Management

This task will include ongoing project management activities, including invoicing, coordinating subconsultant activities and submittals. Thomas will organize and maintain project files and records to track correspondence, contractual matters, data requests, transmittals and other project data.

Task 1.2. Coordination/Meetings

Mark Thomas will coordinate design activities with consultant team members and stakeholders through regular communication via telephone calls, emails and other correspondence. Stakeholder coordination will include Caltrans, utility owners, and potentially other individuals. Mark Thomas will attend (either in person or via conference call) 30 minute bi-weekly check-in meetings with the City and will prepare and distribute conversation minutes and action items list, as necessary. It is assumed these meetings will begin at the start of the project Nov 2021 and continue until April 2024.

Mark Thomas will lead thirty (30) Project Development Team (PDT) meetings. PDT meetings will include representatives from the City, Caltrans, and other stakeholders as appropriate and as directed by the City. This task includes preparation

of agendas, meeting minutes, log of action items, data request log, and design decision log. The project Critical Path Method (CPM) schedule identified below will be distributed and reviewed during PDT meetings.

Task 1.3. Project Management Plan

Mark Thomas will prepare and distribute a Project Management Plan (PMP) consistent with Caltrans policies. The PMP will be prepared within one month of the start of the project and will be reviewed at a PDT meeting. Mark Thomas will update the plan on a quarterly basis in conjunction with City staff. The PMP will include a Risk Management Plan that will be prepared to PA&ED phase standards and submitted to Caltrans for approval as part of the draft and Final Project Report. Risks identified in the PID phase will be retired as appropriate and new risks added as identified. The Risk Management Plan is a tool to be used to keep the City and Caltrans informed of risks and what efforts can be utilized to reduce risks and costs.

Task 1.4. Project Schedule

Mark Thomas will prepare, update, maintain and distribute a Critical Path Method (CPM) schedule on a monthly basis. The project schedule will include design activities, major milestones, quality control activities and agency review times. Mark Thomas will submit an updated electronic progress schedule on a monthly basis. Mark Thomas will notify the City of impacts that may affect schedule milestones in a timely manner. The initial project schedule will be prepared for and approved by the City at the outset of the project.

Task 1.5. Progress Reports

Mark Thomas will prepare monthly invoices including a monthly progress report which will be included as part of the monthly invoice package

Task 1.6. Quality Management Plan

Mark Thomas will prepare a project-specific Quality Management Plan to identify the quality control/quality assurance procedures and deliverables to be reviewed. We will complete and document an independent technical review of each major submittal. Review comments will be addressed prior to submittal to the City.

TASK 1 DELIVERABLES:

- Project Management Plan
- Project Schedule
- Quality Management Plan
- Coordination & Administration
- Meeting notes and agendas
- Monthly Invoices and Progress Reports

GENERAL ASSUMPTIONS:

- All deliverables will be in electronic format

TASK 2. ENGINEERING DEVELOPMENT

Task 2.1. Data Collection/Permit Applications

Mark Thomas will obtain existing and previously documented information for features of the proposed project and collect pertinent information including encroachment permits from Authority, Caltrans and local jurisdictions, and perform field reconnaissance when necessary. Mark Thomas shall be responsible for obtaining the necessary encroachment permits for the field reconnaissance and the following available information, but not limited to:

- Approved PSR/PDS
- Approved Preliminary Environmental Analysis Report (PEAR)
- Technical studies included in the approved PSR/PDS
- Recent traffic and additional counts (Authority, Caltrans, and Local Agencies)
- Aerials of project area
- Preliminary project plans/profiles
- Existing roadway geometrics and intersection configuration
- As-built plans obtained during the development of the PSR/PDS
- Any other information/documentation used to support the PSR/PDS
- Any available topographic, digital terrain mapping, or GIS information

Task 2.2. Aerial Topographic Mapping/Supplemental Survey

Mark Thomas will obtain the necessary permits to perform aerial topographic mapping. The aerial topographic mapping will cover all areas of the proposed improvements and also provide sufficient data to support preparation of the Project Report and Environmental Document. Topographic mapping will be provided from aerial photogrammetry. Planning-level topography will be compiled in accordance with Caltrans Photogrammetric Mapping standards. Field quality control surveys will be run and analyzed to demonstrate surveying and mapping conformance to Caltrans accuracy standards and specifications. Caltrans shall designate the existing horizontal and vertical control monuments that are to be the basis of performed surveys. Caltrans shall provide the California Coordinate System values and/or elevation values for these monuments. Mark Thomas shall adjust performed surveys to the designated control monuments and their values. The limits of topographic mapping assumed for this scope of work extend from P.M. R31.8 to P.M. R32.8, to a width of 500 feet from the right of way line in each direction. Similarly, topographic mapping will extend along the local streets and interchanges where improvements are included as depicted in the PSR- PDS for the project. Two (2) days will be reserved for supplemental field surveys. Two (2) days of traffic control are reserved for work within Caltrans right of way for this effort.

The aerial survey and supplemental topography will be compiled into an Electronic Base Map and include a Digital Terrain Model (DTM) from which contours will be generated. The electronic base map will:

- Include north arrow and a graphic scale
- Include legend symbols for all planimetric details
- Include control points
- Delineate planimetric features
- Include above-ground utilities

Task 2.3. Geometric Development

For the Draft and Final Project Report, Mark Thomas will prepare Geometric Approval Drawings (GADs) for Caltrans review and approval for up to three (3) interchange alternatives. The purpose of the GAD is to identify geometric design features, environmental impacts, right of way footprint and necessary design exceptions. The GAD will show alignment, superelevation, profile and typical cross sections. The profile will be sufficient for the PA&ED phase but may need to be refined with additional survey data during final design phase. A Design Information Bulletin 78 design checklist will be submitted with the GADs. The checklist documents conformance with applicable design standards.

Task 2.4. Design Standard Decision Document

During development of GADs, Mark Thomas will identify features that do not meet current Caltrans Design Standards as outlined in the latest version of the Caltrans Highway Design Manual. For the identified design exceptions, Mark Thomas will prepare a Design Standard Decision Document (DSDD), in accordance with the latest Caltrans District 8 template.

Task 2.5. Construction Staging/Traffic Handling

Webb will develop conceptual construction staging/traffic handling plans to verify constructability and feasibility of traffic handling for the project build alternatives. The purpose of the concept plans are to minimize reduction of the operational capacity of the existing freeway mainline and Harley Knox Boulevard during construction. Detour concepts that will minimize disruption and impacts to local traffic circulation will be included in the construction staging and traffic handling concept that focuses on the widening of Harley Knox Boulevard and the interchange ramp construction.

Task 2.6. Transportation Management Plan

Webb will prepare the TMP for the Project build alternatives in accordance with the Caltrans Transportation Management Plan Guidelines (latest edition). The TMP shall identify methods for minimizing Project-related traffic delays and accidents by implementing effective traditional traffic handling practices.

Task 2.7. Structure Advance Planning Studies

Based on the build alternatives presented in the approved PSR-PDS, Mark Thomas will prepare Structure Advance Planning Studies (APs) for the Harley Knox Overcrossing, the Harley Knox Overhead, and non-standard retaining walls. Three non-standard walls are anticipated. A total of nine APs will be completed, three APs for each bridge widening (one AP for every interchange alternative) and one AP for each non-standard wall. Each AP will consist of one plan sheet showing the basic structure layout, items of work and square foot cost estimate. The AP and AP Design Memo will document the structure alternative strategies considered, construction staging, falsework needs, proposed aesthetics, constructability, necessary retrofit and structure upgrades, and foundation type assumed. An AP checklist will also be included. The AP will follow Caltrans Memo to Designer manual and the OSFP Information and Procedure guide. Existing bridge as-built plans and Bridge Inspection Reports (BIR) will be reviewed. The APs will be submitted to Caltrans for review and comment. It is assumed that one round of Caltrans comments will be addressed. The approved APs will be included as part of the Project Report.

Task 2.8. Utility & Right of Way Coordination

Utilities: Webb will utilize previous studies (e.g., preliminary utility investigation) to build on the analysis for utility

impacts. Contacts will be made with each utility company affected and a preliminary determination of relocation requirements and responsibilities will be made. Webb will utilize the preliminary utility investigation to establish a detailed scope, schedule, and estimated cost of utility relocation and/or impacts for the build alternatives. This work will also identify low- and high-risk utility areas within the Project limits. Webb will identify any potentially affected utility areas which may be subject to the requirements of the California Public Utility Commission General Order 131-D. Utility potholing is not included as part of this scope of work.

Right of Way: Existing right of way lines and centerlines will be plotted from record information to depict the land net and centerline alignment on the plans. Based on the preliminary geometric plans, right-of-way acquisition delineation shall be prepared for each alternative on appropriate base mapping. Each parcel potentially affected shall be reviewed to assess the degree of impact and the likely project impact (full take, partial take, severance, relocation assistance, etc.).

Mark Thomas and the City will coordinate on the valuations for right-of-way acquisitions. Individual parcel maps, preliminary title reports, appraisals, right-of-way acquisition negotiations, property surveys, and other acquisition activities are not included as part of this Scope of Work.

Right of Way Data Sheets: A Right of Way Data Sheet will be prepared for each alternative to document costs related to the right of way needs in accordance with the Caltrans Right of Way Manual, Chapter 4, "Estimating."

Task 2.9. Conceptual Drainage Study

A field reconnaissance of the drainage facilities within project limits will be performed. Impacts on and replacement of these facilities shall be analyzed and included in the project cost estimate. Interchange drainage will be reviewed to assess the adequacy of the drainage systems. Freeway, County, and City drainage systems (including pump stations) will be reviewed and the impacts of the proposed alternatives on these facilities will be studied. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the project cost estimates. Two meetings will be held with Riverside County Flood Control and Water Conservation District (RCFC&WCD) and Caltrans. The first meeting will introduce the project and request existing hydrology, hydraulics, master plan information, and any relevant information related to the Line-B System. The second meeting will discuss the results of the analysis and discuss the proposed alternatives. No submittals for review by RCFC&WCD is included in this PA/ED scope of work. The level of effort for this task assumes that RCFC&WCD will supply the County adopted flow rates for the Line-B System, with Control Water Surface Elevations and Committed Water Surface Elevations in the form of an existing hydraulics file for the channel in electronic (WSPG-W) format.

Task 2.10. Storm Water Data Report

The Storm Water Data Report (SWDR) will summarize the storm water quality issues of the project and each alternative. The SWDR will consist of a cover sheet, storm water data information, checklists, and attachments. The SWDR will summarize how the project will address temporary, permanent, and treatment BMPs for each alternative. The SWDR will be approved by obtaining the signatures of the Project Engineer who prepared the SWDR and Caltrans' Project Manager, District Storm Water Coordinator, Maintenance Representative, and District Landscape Architect.

Task 2.11. Preliminary Geotechnical Reports

Structure Preliminary Geotechnical Reports for Bridges: EMI will prepare two Structure Preliminary Geotechnical Reports (SPGR), in accordance with the Caltrans Guidelines (one SPGR for Harley Knox Overcrossing and one SPGR for Oleander Overhead). An idealized soil profile for foundation evaluation will be developed based on the existing subsurface data obtained from the as-built log-of-test-boring sheets. EMI will provide preliminary seismic design parameters (acceleration and response spectrum) using the latest Caltrans web-based seismic design criteria. Using the soil profile, EMI will provide preliminary foundation types for the proposed bridge widenings.

Structure Preliminary Geotechnical Reports for Non-Standard Retaining Walls: EMI will prepare a SPGR for each non-standard retaining wall APS (3 total assumed), in accordance with the Caltrans Guidelines. An idealized soil profile for foundation evaluation will be developed based on the existing subsurface data obtained from the as-built log-of-test-boring sheets of Harley Knox Overcrossing and Oleander Overhead. Using the soil profile, EMI will provide preliminary foundation recommendations for the proposed retaining walls.

Preliminary Materials Report: EMI will prepare a Preliminary Materials Report (PMR) to provide pavement structural sections, corrosion potential of on-site soils and culvert materials requirements. The evaluation will be based on a review of available existing subsurface data and will not include field investigations, borings or laboratory testing. EMI will follow Caltrans pavement design procedure using traffic indices and pavement design lives provided by the Civil Designers. Information on existing pavement sections will be based on the Typical Section Sheets provided by the Civil Designers. Recommendations for rehabilitation of existing pavements will not be included in this report. The calculated pavement sections will be used by the Civil Designers to perform a pavement Life Cycle Cost Analysis (LCCA).

District Preliminary Geotechnical Report: EMI will prepare a District Preliminary Geotechnical Report (DPGR) documenting the site geotechnical and geologic conditions. The DPGR will include topography, geology and identification of potential geologic hazards, liquefaction potential and general mitigation measures with respect to geologic and seismic hazards for input to the environmental document. EMI will also address stability and settlement of proposed roadway embankments. The evaluation will be based on a review of existing subsurface data and will not include field investigations, borings or laboratory testing.

Task 2.12. Life Cycle Cost Analysis

Mark Thomas will complete a Life Cycle Cost Analysis to compare the life-cycle costs of different pavement types and design strategies including: 1) Pavement types (flexible, rigid, or composite and 2) Pavement design lives comparisons (e.g., 20 vs. 40 years). LCCA will be performed and documented, using the procedures and data in the Caltrans LCCA Procedures Manual.

Task 2.13. Value Analysis

VMS will be conducting Value Analysis (VA) study to comply with NHS VA mandate and follow the Caltrans VA methodology as outlined in the Chapter 19, "Value Analysis" of the Project Development Procedures Manual (PDPM) and detailed in the latest Caltrans VA Team Guide and Report Guide. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers. The scope of the work shall include, but is not limited to, the following:

- Provide a qualified, independent Certified Value Specialist (CVS) team leader to lead a VA study in accordance with Caltrans value methodology.
- Mark Thomas will provide (2) Sr. Technical Managers to participate as part of the VA Team. Caltrans/City will provide other VA Team members.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide and this Task Order.
- Ensure that applicable data and correspondence and any other relevant information necessary for the VA study is collected, developed, and distributed.
- Facilitate VA Team Meetings.

Task 2.14. Cost Estimate

Mark Thomas will prepare quantities and unit costs for the build alternative and complete the 11-page Caltrans Preliminary Project Cost Estimate Summary. Approximate quantities will be developed, and unit costs determined based on Caltrans Contract Cost Data and recent applicable bid results. The 11-page estimate will also include supplemental items, state furnished materials and an estimate of Capital Outlay Support Costs.

TASK 2 DELIVERABLES:

- Draft/Final GADs w/ DIB 78 Checklist
- Digital Terrain Modeling (DTM)
- Draft/Final DSDD
- Draft/Final Construction Staging/Traffic Handling Plans
- Draft/ Final TMP
- Advance Planning Studies for structure widening and non-standard retaining walls
- Right of way boundaries delineated on geometric plans
- Preliminary right of way requirements delineated on geometric plans
- Preliminary utilities Involvements delineated on geometric plans
- Right of Way Data Sheets for each build alternative
- Identification of major drainage improvements on geometric plans
- Draft/Final Conceptual Drainage Study
- Draft/Final Storm Water Data Report
- Draft/Final Preliminary Geotechnical Reports
- Draft/Final Life Cycle Cost Analysis
- Draft/Final VA Study Report
- Draft/Final Cost Estimate

ASSUMPTIONS/EXCLUSIONS

- All access to the site will be provided at no cost to Mark Thomas
- Monument preservation is not included
- Right of way retracement is not included
- A Record of Survey is not included
- No underground locations (potholing) are included in this scope of work
- Design Level Foundation/Geotechnical Materials Reports are not included in this scope of work

TASK 3. ENVIRONMENTAL DOCUMENTATION

Task 3.1. Base Maps for Environmental Studies

Mark Thomas will prepare base maps for use in the environmental studies and to establish environmental baseline data in a manner compatible with engineering and topographic mapping. Mark Thomas shall develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of each alternative under consideration. Additionally, base mapping of the environmental components/data to be included in the GIS database will be developed. These components/data include Section 4(f) resources, historic properties, 100-year floodplain, hazardous materials sites, sensitive visual features, land uses and right-of-way, and noise receptors. Data from publicly available sources will be used as a starting point and adjusted, where appropriate, based on field surveys and observations.

Task 3.2. Issuance of Environmental Notices/Public Scoping Meeting

The purpose of this task is to initiate the environmental processes, identify the appropriate environmental document, and notify the affected agencies and public that the environmental process is underway. The Caltrans Standard Environmental Reference (SER) will be followed in preparing the California Environmental Quality Act (CEQA) notices and initiating the scoping process. The following items will be prepared.

Notice of Preparation (NOP): ICF will prepare a draft NOP using the CEQA Initial Study (IS) Checklist. The NOP will include a summarized project description, project map, the CEQA IS Checklist, and brief answers to the checklist questions based on existing available information. No new information is assumed to be developed in completing the checklist. Because it is anticipated that an Environmental Impact Report/Environmental Assessment (EIR/EA) will be prepared, detailed answers to the checklist questions will not be developed. Rather, the responses will be brief and will indicate the anticipated range of potential impacts of the proposed project that will be addressed in the EIR/EA. We will provide the Draft NOP to the City and Caltrans for review. It is assumed that no more than three build alternatives will be addressed in the NOP. Based on comments received, ICF will revise the documents and submit the final NOP and distribution list to Caltrans for approval.

The NOP will be submitted electronically to the State Office of Planning and Research (State Clearinghouse), and via certified mail to elected officials, affected agencies, interested groups, and property owners/occupants within 1,000 feet of the project (or as determined by the project team). It is assumed that the property ownership/master distribution list will be provided by Mark Thomas' right of way consultant. As part of this task an initial purpose and need and project description will be prepared, and logical termini will be reviewed to confirm that the project meets the requirements for logical termini.

Subtask Deliverables:

- Draft and Final NOP with brief Initial Study (CEQA Checklist)
- Draft and Final distribution list

Responses Received on the NOP: All written responses received related to the NOP will be tracked and shared with the PDT. These responses will be taken into consideration when preparing the technical studies and environmental

document. No responses will be prepared to the comments received as this is not required; they will, however, be considered when preparing the environmental document.

Subtask Deliverable:

- NOP received responses tracking matrix

Prepare for and Conduct Scoping Meeting: A (one) CEQA virtual public scoping meeting will be conducted to inform the public and responsible agencies about the proposed project and the environmental process, and to solicit input from agencies and the public regarding the alternatives to be evaluated in the EIR and environmental parameters and potential impacts to be assessed in the EIR. It is assumed that the scoping meeting will be virtual. A draft and final public scoping meeting notice will be prepared for publication in newspapers (i.e., one English and one Spanish language newspaper) as agreed upon by the PDT.

Subtask Deliverables:

- Provide a Spanish translator at meeting (or setup a separate virtual Spanish language meeting to occur simultaneously)
- Prepare a written summary of written comments received during the scoping meeting
- Prepare all slide deck, script, recorded presentation, etc.
- Conduct and document virtual environmental scoping meeting
- Documentation of attendance/attendees
- Project Distribution/Mailing List (provided by Mark Thomas' right of way consultant)
- Coordinate posting of public information documents to agency website
- Draft and Final scoping meeting notice (English and Spanish)
- Publish meeting notices twice each (four total) in newspapers as identified by the PDT (i.e., one English and one Spanish newspaper)
- Summary of Public Scoping Meeting document

Subtask Assumptions:

- Three staff from the environmental consultant team, including the Environmental Lead, will participate in the virtual public meeting
- No in-person scoping meeting is assumed
- The City and/or Caltrans will provide any project website development and maintenance, if a website is desired for the project
- The City will be responsible for providing accommodations for special needs
- The City will retain a court reporter for the meeting, if needed
- The meeting notices will be published twice in no more than two newspapers each (i.e., one English and one Spanish newspaper)

Confirm Alternatives to Carry Forward for Evaluation in the Technical Studies and Environmental Document: Based on the written responses received on the NOP, the consultant team will work with the City and Caltrans to confirm if any new alternatives are identified as a result of the public scoping process that should be incorporated into the project. However, it is assumed that, working with the project team, no additional alternatives will be identified.

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Subtask Assumptions:

- No additional build alternatives will be identified beyond those included in the project's approved PSR-PDS.

Task 3.3. Technical Studies

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans SER website, Caltrans *Project Development Procedures Manual*, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 *Guidance on Preparing and Processing Environmental and Section 4(f) Documents*. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated. It is assumed that the technical studies will evaluate no more than three Build Alternatives.

Only those technical studies identified in this scope of work are assumed or included. Any other technical studies or efforts are assumed to be not required or addressed/prepared by others. For this scope of work, the technical studies for which a specific scope of work has been included have been assumed based on a review of existing project information and a preliminary review of the project site. If additional studies are identified during the environmental phase of the project a scope of work and cost will be submitted for approval by the City prior to their initiation.

For each technical study, the following submittals are assumed (additional submittals would be considered out of scope):

- Draft Technical Study (electronically to City and then to Caltrans)
- Revised Draft Technical Study (electronically to City and Caltrans)
- Final Technical Study for approval (electronically to City and Caltrans; assumes no further comments)
- Final approved Technical Study for file (electronically to City and Caltrans)

The following general assumptions have been made with regard to the technical studies (assumptions specific to each respective technical study are provided in the subsequent sections below that describe each technical study).

- A maximum of three build alternatives will be evaluated.
- NEPA/404 integration process will not be required.
- Section 4(f) or 6(f) resources will not be encroached upon by the project and no Section 4(f) or 6(f) resources will require evaluation.

Task 3.3.1. Traffic Analysis

Traffic Analysis Approach and Methodology Technical Memorandum: For a project scoping process, Fehr & Peers will prepare a Methodologies and Assumptions Memorandum for City of Perris and Caltrans to approve. This memorandum will describe the following:

- Study intersections;
- Baseline traffic data approach;
- Analysis procedures and assumptions;

- Traffic forecasting methodology and tools; and
- General approach to preparing the Traffic Operations Analysis Report (TOAR)

During the project scoping process, Fehr & Peers propose to work with the City and project team to review potentially viable alternatives that should be carried forward in the PA/ED process. This could also include coordination with an early Value Analysis effort for the project. Up-front interchange layout considerations could reduce the number of viable alternatives to be carried out throughout PA/ED. The scope assumes three project alternatives (the no-build alternative and two build alternatives).

Data Collection and Existing Conditions Analysis: This scope of services assumes analysis at up to the following four intersections:

1. I-215 / Van Buren Boulevard Southbound Ramps
2. I-215 / Van Buren Boulevard Northbound Ramps
3. Harvill Avenue / Harley Knox Boulevard
4. I-215 / Harley Knox Boulevard Southbound Ramps
5. I-215 / Harley Knox Boulevard Northbound Ramps
6. Western Way / Harley Knox Boulevard
7. I-215 / Cajalco Expressway (Ramona Expressway) Southbound Ramps
8. I-215 / Cajalco Expressway (Ramona Expressway) Northbound Ramps

Due to COVID-19 related traffic patterns, it may not be appropriate to collect baseline traffic count data from the field until traffic patterns return to "normal." Fehr & Peers will work with the project team to develop the best approach to developing counts (either from using previous counts completed for other traffic studies, use of big data, or actually collecting counts if conditions have returned to a post-pandemic level). Our scope and fee assumes the collection of traffic counts at all eight study intersections during the AM and PM peak hours. Additionally, our traffic counts will include vehicle classification counts and pedestrian/bicycle counts for incorporation into the assessment.

This scope of services assumes analysis of the following freeway locations. Counts will be collected from Caltrans PeMS database:

1. Southbound:
 - a. I-215 merge from Van Buren
 - b. I-215 basic between Van Buren and Harley Knox
 - c. I-215 diverge to Harley Knox
 - d. I-215 basic between the Harley Knox ramps
 - e. I-215 merge from Harley Knox
 - f. I-215 basic between Harley Knox and Ramona Expressway/Cajalco Expressway
 - g. I-215 diverge to Ramona Expressway/Cajalco Expressway
2. Northbound
 - a. I-215 merge from Ramona Expressway/Cajalco Expressway
 - b. I-215 basic between Ramona Expressway/Cajalco Expressway and Harley Knox
 - c. I-215 diverge to Harley Knox

- d. I-215 basic between the Harley Knox ramps
- e. I-215 merge from Harley Knox
- f. I-215 basic between Harley Knox and Van Buren
- g. I-215 diverge to Van Buren

Finally, this scope assumes roadway segment and vehicle classification counts at the following locations that will be used to supplement the air quality assessment:

1. Harvill Avenue north of Harley Knox Boulevard
2. Harvill Avenue south of Harley Knox Boulevard
3. Western Way north of Harley Knox Boulevard
4. Western Way south of Harley Knox Boulevard
5. Harley Knox Boulevard west of I-215
6. Harley Knox Boulevard east of I-215

Traffic Volumes Report: The most current information available will be used to prepare traffic forecasts for this project. It is anticipated that RIVCOM, the updated version of RIVTAM consistent with the SCAG 2020 RTP/SCS, will be available for use in this project for traffic forecasting for project Opening Year and Design Year scenarios. A review of land use in the surrounding study area will be prepared and confirmed with City of Perris.

Fehr & Peers will develop the Design Year forecasts by applying the growth factor calculated from the base year and future year models to the existing traffic volumes. The Opening Year forecasts will be developed using interpolation between existing and Design Year volumes. Given the nature of this project as an operational improvement, Fehr & Peers anticipate the same set of volumes to use for No Build and Build alternatives.

The AM and PM peak hour and daily volumes will be developed at the study intersections and freeway analysis locations during both Opening Year and Design Year conditions.

ICE Step 2: Fehr & Peers will evaluate the project in accordance with Caltrans Traffic Operations Policy Directive 13-02: Intersection Control Evaluation. This analysis will be performed at the I-215 ramp intersections with Harley Knox Boulevard. Step 2 (full assessment) will be performed at the proposed intersections. Fehr & Peers has budgeted to respond to one of comments and resubmit the document as final.

Traffic Operations Analysis Report (TOAR): The TOAR will provide summary and conduct operations analysis at study locations for study scenarios, as well as complete a safety review and VMT assessment.

Traffic Operations Analysis: This scope of services assumes that Fehr & Peers will conduct intersection capacity assessment using the Synchro/SimTraffic software intersection analysis. This scope of services also assumes freeway mainline capacity analysis using our HCS compliant spreadsheet tool. Fehr & Peers will conduct the AM and PM peak hour LOS analysis at the study intersections and freeway mainline segments during the following scenarios:

- Existing conditions
- Opening Year No Build Alternative
- Opening Year Build Alternative 1

- Opening Year Build Alternative 2
- Design Year No Build Alternative
- Design Year Build Alternative 1
- Design Year Build Alternative 2

This scope assumes that delay and level of service will be reported at all intersections. Queuing estimates will be provided for movements along Harley Knox Boulevard and at all off-ramps.

This scope assumes up to 20 hours of build alternative failure testing to identify the two preferred design alternatives.

Safety Analysis: This scope assumes a typical safety review of Caltrans TASAS data for existing conditions but does not assume safety impact analysis.

VMT Assessment: To comply with the SB 743 requirement, Fehr & Peers will prepare a VMT assessment utilizing either the available traffic model and/or the NCST calculator. Fehr & Peers will write up a summary of the assessment as a separate chapter of the TOAR. This scope does not include mitigation measures.

Documentation: Fehr & Peers assumes two rounds of draft submittal, review and comments from Caltrans. Fehr & Peers will respond to two rounds of consolidated comments and submit the Final Document.

Task 3.3.2. Scoping Questionnaire for Water Quality Issues

Per the Caltrans template and guidance for the Scoping Questionnaire for Water Quality Issues (SWQWI), which is assumed to be sufficient for this project, the SWQWI will be prepared. If a full Water Quality Assessment is required for the project, then a scope and fee for this effort would be provided to the City for approval prior to initiating this effort. The SWQWI will consist of:

- Identifying existing conditions to include surface water and groundwater resources within the project area and their water quality health, and describing water quality impairments and beneficial uses;
- Identifying potential water quality impacts/benefits associated with the proposed project and discussing impacts and benefits but will not assess significance, per Caltrans guidance; and
- Identifying temporary (construction) impacts.

Using the Caltrans SWQWI annotated outline, the existing site conditions and potential impacts/benefits of the project will be documented for both operation and construction. It is assumed that Mark Thomas will prepare and provide Stormwater Data Report and provide those to ICF for use in preparing the SWQWI.

Subtask Assumptions:

- A full Water Quality Assessment is not assumed or included.

Subtask Deliverables:

- Draft SWQWI
- Final SWQWI

Task 3.3.3. Noise Study Report

ICF will assess the noise impacts associated with implementation of the proposed project. The noise analysis will be presented in a Noise Study Report (NSR) consistent with the procedures and requirements specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol) and will be prepared to satisfy the requirements of NEPA and CEQA.

ICF noise staff will identify noise sensitive land uses and other features using platforms such as Google Earth prior to the field survey. ICF will consult with the Caltrans District 8 noise specialist (if necessary) assigned to this project to ensure that all requirements are addressed. A Noise Study Work Plan will be prepared for Caltrans review and approval prior to initiating the noise work.

Existing noise conditions in the project area will be quantified based on noise measurements conducted at locations along the project alignment. Short-term monitoring (10 to 15 minutes) will be conducted during daylight hours at selected locations in the project area at up to eight (8) locations. Long-term monitoring (24 hours or more) will be conducted provided a safe and secure location can be identified to leave a long-term sound level meter in the project area at two (2) locations.

ICF will conduct traffic noise modeling of one Build alternative and the No-Build alternative using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data to be provided by the project traffic engineer. This scope assumes that the project engineer will provide 3-D Computer Aided Design (CAD) topographical maps, with elevation contours at no greater than 2-foot resolution, that extend at least 500 feet outside of the right-of-way in all directions. TNM will be used to model worst hour traffic noise conditions at representative modeled receiver locations under existing conditions and design-year build and no build conditions the proposed project. This scope also assumes that the project engineer will provide as-built plans as well as typical cross sections, alignment files, and design files for all project improvements.

Traffic noise impacts of the proposed project under 23CFR772 will be assessed by determining if implementation of the project is projected to result in traffic noise levels under design-year conditions that approach or exceed the FHWA noise abatement criteria or if implementation of the project is predicted to result in a substantial traffic noise increase (12 dB increase relative to the existing) at noise-sensitive uses. If traffic noise impacts are projected to occur, information on the preliminary feasibility and reasonableness of noise abatement, as defined in the Protocol, will be evaluated and presented for use by decision makers in considering noise abatement. ICF will also evaluate potential construction noise impacts using methods recommended by the U.S. Department of Transportation and/or direction included in Caltrans Standard Specifications.

ICF will prepare a NSR addressing the requirements of 23CFR772 in accordance with guidance in the Protocol and following the NSR format indicated in the Caltrans Annotated Noise Study Report Annotated Outline. Should impacts be identified, the NSR will include a preliminary noise abatement design to schematically identify the location, height, and extent of noise barriers needed to abate noise impacts (if applicable). In accordance with Protocol guidance, the description of noise walls will be sufficient for environmental review of the proposed project, but not for final design of the walls.

Subtask Assumptions:

- Short-term monitoring (10 to 15 minutes) will be conducted at up to eight (8) locations.
- Long-term monitoring (24 hours or more) will be conducted at two (2) locations.

Subtask Deliverables:

- Noise Study Work Plan
- Draft NSR
- Final NSR
- Soundwall Surveys

Task 3.3.4. Noise Abatement Decision Report

Based on a review of the project site, land uses surrounding the project site appear to be industrial or commercial in nature. Therefore, based on the guidance in the Caltrans Protocol, it is possible that soundwalls that considered in the NSR may be found to be feasible. Should soundwalls be identified, a Noise Abatement Decision Report (NADR) will be prepared to analyze the reasonable allowance for any barriers and respective barrier heights which meet the feasibility requirement and design goal discussed in the NSR.

The NADR will summarize reasonableness cost allowances for barriers determined to be feasible in the NSR and compare these allowances to the construction cost estimates for each barrier height to identify any reasonable barrier and the barrier heights to be included as abatement as part of the project. This scope assumes that all cost estimates for feasible walls will be provided by Mark Thomas. Comparisons between the reasonable cost allowances and construction cost estimates will be used to identify the preliminary cost reasonableness of barriers. Any barrier found to be reasonable will be identified and recommended as abatement as part of the project.

As part of the NADR process, the PDT will coordinate to prepare noise barrier surveys and conduct the survey process to determine the viewpoints of benefited receptors with respect to any walls (i.e., whether owners and residents support or oppose any recommended noise barriers) included as abatement as part of the project. These surveys will take place during public review period for the Draft EIR/EA and will be included as part of the final decision in the Final EIR/EA.

Subtask Assumptions:

- All cost estimates for feasible walls will be provided by the Mark Thomas

Subtask Deliverables:

- Draft NADR
- Final NADR

Task 3.3.5. Visual Impact Analysis Memorandum

Based on the anticipated level of potential impact, and as determined by completing the California Department of Transportation's (Caltrans') Visual Impact Assessment Guide, it is assumed that a Visual Impact Analysis Memorandum (VIAM) will be prepared for the project. The analysis will be performed using methods and protocol developed by FHWA and adopted by the Caltrans and will utilize Caltrans' VIAM template. ICF will conduct a desktop review using Google

Maps and Google Street View to assess existing visual resource conditions in the project area, identify notable visual resources, and determine the visual quality of the project area. The analysis will define visual resources within the project area and will evaluate and briefly describe the existing visual quality and character, viewer groups and viewer responses, and potential impacts to visual resource caused by the proposed project, including any proposed mitigation measures.

Subtask Assumptions:

- Preparation of a visual analysis study beyond a VIAM is not assumed or included.
- Viewshed Mapping and Key View Analysis is not assumed to be needed included.
- Photosimulations are not assumed to be needed or included.

Subtask Deliverables:

- Draft VIAM
- Final VIAM

Task 3.3.6. Air Quality Study

The proposed project is located within the South Coast Air Basin region of Riverside County. The proposed project is within a nonattainment area for the federal 8-hour ozone (O_3), lead, and particulate matter less than 2.5 micrometers in diameter ($PM_{2.5}$) standards and within an attainment/maintenance area for the federal carbon monoxide (CO), nitrogen dioxide (NO_2) and particulate matter less than 10 micrometers in diameter (PM_{10}) standards. Therefore, the proposed project is subject to Transportation Conformity.

The air quality technical report will provide the following discussions and analyses:

- **Regulatory Setting and Existing Conditions.** Summarize the existing federal, state, and local air quality regulatory environment as it affects the proposed project and describe the location of sensitive receptors in the project vicinity. Using data provided by the California Air Resources Board (ARB) and the South Coast Air Quality Management District (SCAQMD), characterize existing air quality conditions in the project area and explain how those conditions are affected by local climate and topography.
- **Regional Conformity.** Evaluate whether the project meets regional transportation conformity requirements by determining whether it is included, as currently defined, in the most recent Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and Federal Transportation Improvement Program (FTIP) prepared by the Southern California Association of Governments (SCAG).
- **Project-Level Conformity.** Evaluate whether the project meets project-level transportation conformity requirements, which will also be used to support the CEQA/NEPA analysis.
- **Localized Carbon Monoxide Hot Spot Analysis.** Analyze the degree to which project-related traffic volumes have a potential to effect local carbon monoxide (CO) concentrations using the California Department of Transportation CO Hotspot Protocol. It is anticipated that the CO screening procedure will be appropriate, and that CALINE-4 dispersion modeling will not be required.
- **Localized $PM_{2.5}/PM_{10}$ Hot Spot Analysis.** The PM Hot Spot Analysis will assess the degree to which project-related traffic volumes have a potential to affect local $PM_{2.5}$ and PM_{10} concentrations. ICF will prepare the required PM Conformity documentation and submit to Caltrans for review and approval. Caltrans will then

forward the documentation to the SCAG Transportation Conformity Working Group (TCWG). ICF will lead the TCWG interagency consultation on behalf of the Project Sponsor. Based on our review of the proposed Project Description, it is assumed that the project will not be considered a Project of Air Quality Concern (POAQC), and that a screening-level PM conformity analysis will be sufficient.

- **Evaluation of Construction-Period Emissions.** A quantitative construction analysis will be performed to evaluate regional and localized mass emissions. Based on preliminary construction scheduling and phasing information, construction emissions will be quantified using the Road Construction Emissions Model.
- **Evaluation of Operations-Period Mass Emissions.** Regional criteria pollutant emissions will be quantified using project-level vehicle miles traveled (VMT) and current EMFAC emissions factors (with ARB SAFE Rule adjustment factors). In order to accomplish this scope item, ICF must receive project-level VMT for existing condition, no-build condition for the opening year and horizon year and build alternative conditions for the opening year and horizon year for each build alternative.
- **Mobile Source Air Toxics.** Evaluate proposed project-related mobile source air toxics (MSATs) emissions in accordance with FHWA updated interim guidance on how MSATs should be addressed in NEPA documents. It is assumed that a quantitative analysis can be prepared.
- **Climate Change/Greenhouse Gas Emissions.** A quantification of operational-period greenhouse gas (GHG) emissions associated with implementation of the proposed project will be conducted. Operations-period GHG emissions will be quantified using regional daily VMT; and current EMFAC emissions factors. ICF will present a comparison of GHG emissions under the Build Alternatives and the No-build Alternative to characterize effects of the proposed project on GHG emissions. The analysis of climate change also will also incorporate the most recent guidance found on the Caltrans SER and Caltrans annotated outline. Construction GHG emissions will be quantified using the Road Construction Emissions Model.
- **Mitigation Measures.** ICF will develop mitigation measures, where applicable, to address significant air quality impacts, if present.

Subtask Assumptions:

- The proposed project is accurately accounted for in the RTP/FTIP.
- The proposed project will not be considered a POAQC.
- A screening-level PM conformity analysis will be sufficient.

Subtask Deliverables:

- Draft Air Quality Report
- Final Air Quality Report
- Supporting Documentation including backup data/documentation for the air quality model runs

Task 3.3.7. Air Quality Conformity Report

Under NEPA assignment, the federal air quality conformity determination has not been delegated to Caltrans and must be made by FHWA. Following circulation of the environmental document ICF will prepare a separate Air Quality Conformity Analysis using the annotated outline for this report on the SER at the time that the report is initiated and will also prepare the Conformity Checklist based on the checklist that is available on the SER at the time that the Air Quality Conformity Analysis Report is prepared.

Subtask Assumptions:

- No public comments will be received during public circulation of the Draft EIR/EA that will require analysis for air quality beyond that already included in the publicly-circulated Draft EIR/EA.

Subtask Deliverables:

- Draft Air Quality Conformity Report
- Final Air Quality Conformity Report

Task 3.3.8. Paleontological Identification Report/Paleontological Evaluation Report

Institutional records searches will be requested from the Western Science Center in Riverside County and the Natural History Museum of Los Angeles County to determine if previous fossil localities are known within or near the proposed Project. Paleo Solutions will also review available online databases, literature, and geologic maps to determine the paleontological and geological context of the Project area. The Project area will be mapped onto the highest resolution geologic maps available. A windshield reconnaissance survey will be conducted to check for any native sediments. If present, Paleo Solutions will confirm the geologic units as mapped, record any new fossil localities, and re-evaluate previously recorded fossil localities, if any.

The results of the geologic map review, background research, and survey will be used to evaluate the significance of paleontological resources that may be impacted by Project construction and to perform a paleontology sensitivity analysis using Caltrans' tripartite system. Available construction plans and geotechnical reports will be reviewed to identify the locations and activities where excavations will potentially impact sensitive geologic units.

The results of the paleontological study will be compiled in a combined Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER) that conforms to all requirements outlined in the Caltrans SER Volume 1, Chapter 8 (Paleontology).

Subtask Assumptions:

- A Paleontological Mitigation Plan is not included in this scope of work.

Subtask Deliverables:

- Draft PIR/PER
- Final PIR/PER

Task 3.3.9. Historic Property Survey Report

The proposed project improvements will be subject to compliance with Section 106 of the National Historic Preservation Act. This requires consideration of potential project effects to historic properties including archaeological and historical resources listed in or eligible for listing in the National Register of Historic Places according to criteria listed in 36 CFR800. Caltrans administers Section 106 compliance on behalf of FHWA and requires that documentation conform to specifications contained in Caltrans *Standard Environmental Reference*. Cultural resource studies must be prepared and processed in accordance with the First Amended January 2014 *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation*

Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program In California (Section 106 PA).

A records search will be obtained from the Eastern Information Center, part of the California Historical Resources Information System. This records search will consult California's database of previous studies and previously recorded cultural resources within the proposed project area and within a one-mile radius, per Caltrans guidelines. Historic maps and photographs shall also be reviewed, if available. An Area of Potential Effects (APE) map will be prepared in consultation with the City and Caltrans for obtaining Caltrans approval. The APE map will provide the survey boundaries for cultural resources to be evaluated during project studies. To account for physical effects due to damage, demolition, or vibration, the APE shall be based on the total anticipated disturbance footprint associated with project activities (e.g., road widening/construction, staging areas and other temporary construction easements, detours, drainage facilities, temporary construction activities, and parcels containing impacted structures, if any). It shall also account for potential visual and noise effects beyond the limits of disturbance. The Native American Heritage Commission will be contacted to request a review of its Sacred Lands File. We will coordinate with Caltrans for consultation with Native American groups and other interested parties under Section 106 of the National Historic Preservation Act (for purposes of NEPA), and also pursuant to Assembly Bill 52 (for purposes of CEQA), to request information regarding the types of potential cultural resources in the study area. Consultation will be conducted in accordance with appropriate current state and federal regulations; therefore, Caltrans will conduct the actual consultation with information that is prepared and provided by ICF.

Following completion of the record search/review, a field survey of the APE will be conducted for archaeological resources. This scope of work assumes that no archaeological sites will be identified in the APE and that no testing and/or evaluation will be required. We anticipate that an Archaeological Survey Report (ASR), with a Finding of No Archaeological Resources Present will be prepared, and no additional documentation will be required.

Based on a preliminary desktop review of the project area, it is anticipated that built environment resources likely to be included in the APE will be exempt in accordance with the Caltrans Section 106 PA or that they are Category 5 bridges that Caltrans has previously evaluated as ineligible for inclusion in the National Register of Historic Places (NRHP) and Caltrans will not require that they be further analyzed. Desktop review will be conducted to confirm that a Historical Resources Evaluation Report (HRER) is not needed. In coordination with the City and Caltrans, letters will be sent to local governments, historical societies, and historic preservation organizations requesting information on historic properties.

Following completion and approval of the APE and detailed reports discussed above, a summary document (the HPSR) will be prepared in accordance with Caltrans/FHWA standards for Section 106 compliance with the National Historic Preservation Act. It is anticipated that the proposed project will result in an HPSR with a finding that no properties eligible for listing on the NRHP or California Register of Historical Resources are present within the project's APE.

Subtask Assumptions:

- An HRER is not required.
- The City will be responsible for obtaining access for conducting the surveys.
- No archaeological sites will be identified in the APE.
- No testing and/or evaluation for cultural resources will be required.

Subtask Deliverables:

- Draft APE Map
- Final/Signed APE Map
- Draft HPSR, including ASR
- Final HPSR, Including ASR

Task 3.3.10. Phase I Initial Site Assessment

Group Delta will provide hazardous waste site investigation services for the project and will first prepare one Initial Site Assessment (ISA) Checklist which will include a Site screening for hazardous materials and petroleum products using the Caltrans template. Group Delta will then prepare one ISA report which will include a Site assessment for hazardous materials and petroleum products using the Caltrans ISA Guidance Document. The work will be performed in general accordance with Federal All Appropriate Inquiry (AAI) requirements and American Society for Testing and Materials (ASTM) E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Following is a summary of tasks:

- Review of information provided by client;
- Site reconnaissance to look for Indicators of potential hazardous materials;
- Environmental databases search and outreach to various agencies such as Regional Water Quality Control Board, Department of Toxic Substance Control, and other City/county agencies that deal with hazardous materials;
- Interviews with those knowledgeable of the acquisition parcels/project;
- Review selected historical records and mapping including aerial photos and maps; and
- Completing the Caltrans User Questionnaires.

The resulting product will be one ISA report including a discussion of any recognized environmental conditions or areas of concern pertaining to hazardous materials or petroleum products which could impact the project. The report will also include the site location map, site visit notes, User Questionnaire, an environmental database search report, historical topographic maps and aerial photographs, and selected photographs from the site reconnaissance. Group Delta will also provide recommendations for additional site investigation, if warranted.

Task 3.3.11. Phase II Initial Site Assessment

Pre-Field Activities: The following pre-field activities are proposed as part of the Site Investigations.

- Prior to start of the project, Group Delta will prepare a Site Investigation Work Plan including a health and safety plan (HASP) for the Project. The work plan will be submitted to and approved by Caltrans prior to start of the field work.
- If necessary, Group Delta will obtain an encroachment permit to perform work within public right-of-way (ROW) at the Site. We assume that permitting fees will be waived.
- If necessary, Group Delta will obtain an encroachment permit to perform work within railroad ROW at the Site.

Aerially Deposited Lead Site Investigation: The scope will include testing the unpaved areas of the project footprint for aerially deposited lead (ADL) contamination. It is assumed borings will be required by Caltrans for impacted areas along the I-215 mainline, the existing ramps, and Harley Knox Boulevard. Based upon the standard Caltrans sampling frequency of 300 feet on each side of every roadway, it is assumed that no more than 40 borings will be required for the investigation.

Group Delta will develop a work plan to address procedures for sampling and laboratory analysis. Hand augers or limited access direct-push drill rigs will be used and advanced to a maximum depth of up to 3 to 4 feet to collect soil samples. Samples that are sent to the laboratory will be analyzed for lead using the Environmental Protection Agency (EPA) Method 6010B. Samples will also be analyzed via the California Waste Extraction Test (CA-WET) and Federal Toxicity Characteristic Leaching Procedure (TCLP), only as necessary.

Group Delta will perform statistical analysis of the results using the 95% upper confidence limit (UCL) on the mean by using the EPA Pro-UCL computer program. The soil will be classified in accordance with hazardous waste criteria and Caltrans soil classifications. Group Delta will prepare a detailed report summarizing the findings of the investigation. The report will contain a description of the field activities and summary of the laboratory results, a statistical analysis of the results, conclusions and recommendations, tables, and figures, as necessary.

Railroad Right of Way Site Investigation: As a component of the project Site Investigation, Group Delta will also perform up to four shallow borings within railroad ROW using a hand auger or direct-push drill rig. Soil samples will be collected to the depth of soil disturbance, but no deeper than 10 ft below ground surface (i.e., 0-0.5 ft, 1.5 ft, 3.0 ft, 5 ft, and 10 ft below ground surface). If significant additional sampling depth intervals or locations are required by Caltrans, additional laboratory costs may be incurred that are not included in the Group Delta cost estimate.

The following analytical suite will be applied to each soil sample:

- Title 22 Metals using EPA Method 6010B/7471.
- Volatile Organic Compounds (VOCs) using EPA Method 8260B.
- Total Petroleum Hydrocarbons (TPH) in the gasoline, diesel, and oil ranges using EPA Method 8015B.
- Polycyclic aromatic hydrocarbons (PAHs) using EPA Method 8310.
- Organochlorine pesticides (OCPs) using EPA Method 8081A.
- Chlorinated herbicides using EPA Method 8151A.
- Samples will be analyzed using the California Waste Extraction Test (CA-WET) or EPA Toxic Characteristic Leaching Procedure (TCLP) using EPA Method 1311 as necessary to determine if soil meets the criteria for hazardous waste.

Hazardous Materials Surveys: Group Delta proposes to utilize our California Division of Occupational Safety and Health Administration (Cal-OSHA) Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to conduct a site reconnaissance to identify the locations of potential asbestos containing materials (ACMs) and our California Department of Public Health (CDPH) certified inspector/assessor to conduct a site reconnaissance to identify the locations of potential lead-based paint (LBP) and collect samples. Bulk samples of suspect accessible construction materials will be collected and submitted to an independent laboratory for analysis; asbestos will be analyzed via Polarized Light Microscopy (PLM) and lead will be analyzed via Environmental Protection Agency (EPA) Test Method 6010B. We will prepare an ACM and LBP investigation report summarizing our findings.

ACM and/or LBP may be present on the overcrossing and overhead bridges. Because the bridges will be modified or removed, an ACM and LBP investigation for these structures must be performed in order to properly manage and dispose of the bridge's demolition debris.

Task 3.3.12. Jurisdictional Delineation Report

For Projects that may impact areas under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW), a formal jurisdictional delineation is required utilizing resource agency standard delineation methods. Aquatic resources within the study area will be delineated utilizing routine on-site methods to ultimately support permit applications. A pedestrian-based field survey of the study area will be conducted using sub-meter GPS accuracy to precisely delineate the boundaries of agency jurisdiction. The field delineation will be augmented through aerial photo review and GIS analysis. For the delineation, current procedures and practices will be utilized in the following publications and agency guidance documents: 2020 Navigable Waters Protection Rule, State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State, USACE Wetland Delineation Manual (1987); USACE Regional Supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0 (2008); and standard practices to delineate CDFW lake and stream resources.

The delineation results will be presented in a Jurisdictional Delineation (JD) Report that will identify and quantify the limits of Section 404 wetland and non-wetland waters of the U.S., Section 401 RWQCB and Porter-Cologne wetland and non-wetland waters of the State, and Section 1600 CDFW jurisdictional resources within the study area boundaries. It will also include maps showing the location and limits of potential jurisdictional resources and a photolog that documents site conditions of specific jurisdictional features. The JD Report will not quantify impacts to jurisdictional resources; rather, it will include only total potential jurisdiction for each regulatory agency. Impacts to aquatic resources will be quantified in the Natural Environment Study (Minimal Impacts) (NES(MI)). The JD Report will be appended to the NES(MI).

Subtask Assumptions:

- Meetings and coordination with regulatory agencies is not expected to be necessary during the PA/ED phase and therefore, none is included.
- Permit applications and processing (Section 401 Water Quality Certification, Section 404 permit, and Section 1602 Streambed Alteration Agreement), or any associated Habitat Mitigation Maintenance and Monitoring Plan, are not included in this scope of work.
- The NEPA/404 integration process will not be required.

Subtask Deliverables:

- Draft JD Report
- Final JD Report

Task 3.3.13. Natural Environment Study (Minimal Impacts)

The project is located within the boundaries of the Western Riverside Multiple Species Habitat Conservation Plan area (MSHCP/Plan) and is a covered activity under Section 7.3.5 of the Plan. The proposed project is not located within an MSHCP-designated amphibian or mammal survey area, core/linkage area, cell, public/quasi-public lands, narrow endemic plants, or criteria survey area, but small portions of the project slightly overlap with an MSHCP-designated burrowing owl survey area. Accordingly, a literature search will be performed, field surveys will be conducted, and an NES(MI) report analyzing potential impacts to biological resources will be prepared. The NES(MI) will be prepared in

accordance with Caltrans SER guidance and will conform to the Caltrans NES(MI) annotated outline that is available at the time that the NES(MI) is initiated. The following tasks will be performed during the preparation of the reports:

Review of Project Information and Applicable Literature: A literature review will be conducted to identify special-status species known or reported from the project area. The literature review will include:

- Special status species lists from the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS);
- Database searches of current versions of the California Natural Diversity Database (CNDDDB) and the Online Inventory of the California Native Plant Society (CNPS);
- MSHCP; and
- Other available biological studies conducted in the vicinity of the project site.

Field Evaluation for Biological Resource Constraints: After reviewing relevant information, the project area will be evaluated with a thorough pedestrian survey covering all project areas relevant to potential biological resource constraints. Detailed field notes will be compiled including conditions, visible disturbance factors, species, habitats, and general biological resources. The project site and adjacent buffer areas will be evaluated regarding the presence, absence, or likelihood of occurrence for special status species, habitats, or general biological resources posing a constraint to the project through applicable laws and regulations. The study area is assumed to be the proposed limits of disturbance plus a buffer ranging from 100 feet (aquatic resources) to 300 feet (special-status wildlife species; 500 feet for burrowing owl).

Technical Report Preparation: The NES(MI) will be prepared based on results of the biological surveys, and will describe the following:

- The study methods used in identifying and assessing the biological resources at the project site, the personnel who conducted the studies, contacts made with agencies, and any limitations associated with the study;
- The environmental setting including both the biological and physical setting at the project site;
- The results, including special-status species present on the site, if any, and a discussion of impacts and mitigation, as necessary; and
- The appropriate regulatory requirements and necessary permits, if any.

Habitat Evaluation and Focused Survey for Burrowing Owl: Small portions of the alignment lie within the MSHCP-designated survey area for burrowing owl and records are present in the general vicinity. As a result, a burrowing owl burrow assessment followed by protocol owl surveys will be conducted following the MSHCP protocol. The study area for this work is assumed to be the proposed limit of disturbance and a 300-foot buffer with an additional 200-foot buffer to be evaluated visually. Potentially suitable habitat will be mapped to determine survey areas. Once suitable habitat and burrows are mapped, a four-visit focused survey will be performed. The four surveys must be performed between March 1 and August 31. Results of the focused surveys will be included in the NES(MI).

Habitat Evaluation and Focused Survey for Special Status Plants: A portion of the project site has open areas that could potentially contain sensitive plant species protected under CEQA but not covered by the MSHCP. The study area for this work will be the proposed project limits of disturbance and a 100-foot buffer. For any special status plants determined to have potential for occurrence, a focused survey will be performed. The survey will occur within the window of April through September to adequately capture the blooming period of the identified species. Results of the habitat

evaluation and focused survey will be provided in the NES(MI). Due to current conditions related to lack of rainfall, ICF will not be responsible if survey results are inconclusive and/or need to be repeated in future years. If additional year(s) of survey are needed this work would be considered out of scope.

Bat Emergence Survey: Because the project involves two bridges, qualified bat biologists familiar with the bat species occurring in the project region will survey the proposed project limits of disturbance and a 100-ft buffer to assess suitable habitat that could potentially provide bat roosting or maternity colony habitat. Following a bat habitat assessment at the bridges, and assuming there is suitable crevice habitat present, a bat emergence survey will be conducted utilizing a combination of visual exit counts and acoustic surveys. Two qualified biologists will be stationed at each of the two the bridges within the bat study area to survey for bats. Surveys will begin a half hour prior to sunset and proceed for at least three hours after sunset or until activity has slowed or visibility is lost due to darkness. Pettersson bat recording units will be utilized to record any bats present for identification purposes. The calls will be analyzed by a qualified biologist to identify any bats picked up by the recorders. The methods and results will be incorporated into the NES(MI).

MSHCP Consistency Report: Based on the literature review, field surveys, and NES(MI), an MSHCP Consistency Report will be developed using the most recent Regional Conservation Authority template and will be a stand-alone report appended to the NES(MI). This document will only contain relevant information for the MSHCP consistency analysis, which will generally not be detailed in the NES(MI).

Determination of Biological Equivalent or Superior Preservation (DBESP): Because the project may impact a riverine resource as defined under the MSHCP, a Determination of Biological Equivalent or Superior Preservation (DBESP) is anticipated to be required due to anticipated impacts to the concrete drainage located in the southwest quadrant and/or other concrete drainages within the project disturbance footprint. As such, a DBESP will be prepared based on the MSHCP consistency analysis. The DBESP will follow the Regional Conservation Authority requirements and will include a project description, biological resource existing conditions, proposed impacts (direct and indirect), mitigation for impacts (if needed), and finding of equivalency or superior preservation for impacted MSHCP resources. Coordination with the Regional Conservation Authority will occur prior to the initiation of the DBESP to confirm that it is required. Coordination will be conducted with the Regional Conservation Authority and regulatory agencies regarding the applicability of the MSHCP riverine component of the on-site drainages and the requirement of a DBESP document. As part of this task, information will be assembled to formulate and present an argument that the drainages do not meet the MSHCP riverine threshold given their constructed condition and small relative contribution to, and general far proximity to, sensitive downstream MSHCP riparian/riverine receiving waters.

Subtask Assumptions:

- Meetings with resource agencies is not included.
- Consultation under Section 7 of the Federal Endangered Species Act is not required.
- Consultation under Section 2081 or 2080.1 of the California Endangered Species Act is not required.
- An MSHCP-compliant DBESP will be required.
- Focused protocol surveys are required only for burrowing owl, rare plants, and bats.
- A joint project review in coordination with the Regional Conservation Authority is not assumed or included.

Subtask Deliverables:

- Draft NES(MI)
- Final NES(MI)

Task 3.3.14. Energy Analysis Report

In response to the April 2019 CEQA Guidelines revisions, Caltrans has been requesting that energy study reports be prepared for capacity-increasing projects. ICF will follow the following steps in preparing the energy study report:

- Collect and develop data for direct energy use related to vehicular fuel consumption using VMT estimates (to be provided by traffic consultant) and CT-EMFAC.
- Collect and develop data for indirect energy use related to facility construction, maintenance, and lighting.
- Develop/describe minimization measures to reduce energy consumption during project construction and operations.
- Develop consistency discussion with applicable energy conservation plans.
- Prepare Energy Analysis Report that meets Caltrans SER requirements.

Subtask Assumptions:

- None for this subtask

Subtask Deliverables:

- Draft Energy Analysis Report
- Final Energy Analysis Report

Task 3.4. Environmental Document**Task 3.4.1. Draft Environmental Document**

As previously described, it is assumed that a combined EIR/EA will be the appropriate environmental document for the project. The EIR/EA will be prepared using the annotated outline on the Caltrans SER that is available at the time that the document is initiated. Each copy of the Draft EIR/EA will include External Quality Control Form and NEPA Checklist. If a higher level document is determined to be required then this would be considered out of scope. The following submittals are assumed. Additional submittals, if required, would be considered out of scope.

Subtask Assumptions:

- The National Environmental Policy Act (NEPA) document will be an Environmental Assessment/Finding of No Significant Impact (EA/FONSI) (a Complex EA is not assumed).
- The California Environmental Quality Act (CEQA) document will be an Environmental Impact Report (EIR).
- The California Department of Transportation (Caltrans) will be the lead agency under NEPA and CEQA and the CEQA/NEPA document will be a combined EIR/EA.
- The project will address three Build alternatives in the technical studies and environmental document.
- The project as described will be considered to have independent utility and logical termini.

Subtask Deliverables:

- Draft EIR/EA (1)
- Draft EIR/EA (2) and Comment Response Matrix
- Draft EIR/EA (3) and Comment Response Matrix
- Final Draft EIR/EA for approval to circulate and Comment/Response Matrix (assumes no further comments)
- 5 hard copies and one electronic (pdf) final Draft EIR/EA for availability (this includes the copies for the availability locations)

Task 3.4.2. Publicly Circulate Draft Environmental Document

The following tasks related to public circulation of the Draft EIR/EA will be conducted.

Master Distribution List: ICF will utilize the mailing/distribution list prepared in consultation with Caltrans and the City and as included in the Draft EIR/EA, for purposes of publicly distributing the Draft EIR/EA for public review. It is assumed that Mark Thomas' right of way consultant will provide a list of owners/occupants within 1,000 feet of the project (or as defined by the project team) for inclusion on the distribution list.

Subtask Deliverables:

- Master Distribution list (to be provided by Mark Thomas' right of way consultant)

Notices Regarding Public Hearing and Availability of DED: The Notice of Availability/Notice of Public Hearing (NOA/NPH) will be prepared in English and Spanish. Since a public hearing is assumed to be held, the notice will also need to be published a second time at least one week prior to the public hearing. The Notice of Completion and Environmental Document Transmittal will also be prepared for submittal to the State Clearinghouse along with an electronic copy of the Draft EIR/EA.

Subtask Assumptions:

- The NOA/NPH will be published in one English and one Spanish newspaper. Notice will be published twice in each newspaper.

Subtask Deliverables:

- Draft and Final NOA/NPH (assumed to be transmitted electronically with no hard copies)
- Draft and Final Notice of Completion & Environmental Document Transmittal for submittal to SCH (assumed to be transmitted electronically with no hard copies)

Publication and Circulation: Hardcopies of the Draft EIR/EA and NOA/NPH will be provided to the availability locations (Caltrans, City, and libraries), digital media containing the document and a hard copy of the NOA/NPH will be provided to other agencies and officials included on the distribution list (and anyone else who specifically requests a copy of the document), and a copy of the NOA/NPH will be provided to property owners and occupants within a 1,000-foot radius of the proposed project.

The State Clearinghouse Form (Notice of Completion and Environmental Document Transmittal), along with the Draft EIR/EA, will be submitted to the State Clearinghouse via CEQAnet (all submittals to CEQAnet will be made electronically and no hard copies are assumed to be submitted to the State Clearinghouse or included in this scope of services). The NOA/NPH will be posted at the Riverside County Clerk's office.

Subtask Assumptions:

- The cost associated with filing of the NOA/NPH at the Riverside County Clerk's office will be paid directly by the City.
- The Draft and Final NOA/NPH will be transmitted electronically to the City, Caltrans, and libraries with no hard copies.
- The Notice of Completion & Environmental Document Transmittal will be electronically submitted to SCH (no hard copies).
- The cost associated with publishing each notice in the newspapers will be paid directly by the City.

Subtask Deliverables:

- Distribution of Draft EIR/EA to availability locations (Caltrans, City, and libraries)
- Filing of NOA/NPH with Riverside County Clerk
- Distribution of Draft EIR/EA to SCH (electronic only)

Public Hearing: A virtual public hearing will be conducted during the public review/availability period for the Draft EIR/EA to solicit input on the environmental evaluation as included in the Draft EIR/EA. The public hearing will be conducted following procedures as required by CEQA/NEPA and the Caltrans Environmental Handbook and SER.

Subtask Deliverables:

- Provide a Spanish translator at meeting (or setup a separate virtual Spanish language meeting to occur simultaneously)
- Prepare a written summary of written comments received during the scoping meeting
- Prepare presentation slide deck and script
- Documentation of attendance/attendees
- Recording of comments
- Prepare a Public Hearing Plan, if needed
- Provide a Spanish translator at meeting (or setup a separate virtual Spanish language hearing to occur simultaneously)
- Prepare Record of Public Hearing document
- Coordinate posting of public information documents to agency website

Subtask Assumptions:

- Four staff from the engineering consultant team, including the Project Manager, will participate in the virtual public hearing.
- Three staff from the environmental consultant team, including the Environmental Lead, will participate in the virtual public hearing.
- No in-person public hearing is assumed (the hearing will be virtual).

- The City and/or Caltrans will provide any project website development and maintenance if a website is desired for the project.
- The City will be responsible for providing accommodations for special needs.
- The City will retain a court reporter at the hearing.

Task 3.4.3. Public Comment Responses

At the close of the public availability period for the Draft EIR/EA, ICF will review and respond to all comments received. In addition, ICF will attend a meeting with City and Caltrans staff to review any written comments on the Draft EIR/EA that were received and to discuss potential responses to these comments, if the comments received warrant such a meeting. Otherwise, the comments will be responded to and incorporated directly into the Final EIR/EA. It is assumed that input will be provided for responding to comments from specialists that prepared technical studies not prepared by ICF.

Subtask Assumptions:

- No comments requiring new or extensive analyses will be received on the Draft EIR/EA or requiring the input of lawyers.

Subtask Deliverables:

- Responses to comments (included in Final EIR/EA)

Task 3.4.4. Final Environmental Document

The EIR/EA will be revised to include the responses to comments (see Task 3.4.3) and to document whether any changes to the project have occurred. Working with the PDT, the preferred alternative will be identified and documented in the Final EIR/EA. Each copy of the Final Environmental Document will include External Quality Control Form and NEPA Checklist.

Findings: Findings of Fact (Findings) will be prepared in compliance with CEQA and the Caltrans SER. The Findings will be submitted along with, and reviewed with, the Final EIR/EA.

Statement of Overriding Considerations: The Statement of Overriding Considerations, if needed, will be prepared in compliance with CEQA and the Caltrans SER. The Statement of Overriding Considerations will be submitted along with, and reviewed with, the Final EIR/EA.

Public Distribution of Response to Comments: At least 10 days prior to adoption the responses to comments on the Draft EIR (as proposed for inclusion in the Final EIR/EA) will be provided to any agencies that commented on the Draft EIR/EA. It is assumed that no further comments will be provided by the reviewing agencies.

Subtask Assumptions:

- No submittals beyond those listed below are included in this scope of work.

Subtask Deliverables:

- Final EIR/EA (1)
- Final EIR/EA (2) and Comment Response Matrix

- Final EIR/EA for approval to circulate and Comment/Response Matrix (assumes no further comments)
- Electronic (pdf) Final EIR/EA for availability and agency records (assumes no further comments or changes to the document will be made)
- Findings (to be submitted with, and reviewed with, the Final EIR/EA)
- Statement of Overriding Considerations (to be submitted with, and reviewed with, the Final EIR/EA)
- Distribution of response to comments to commenting agencies (electronically only)

Task 3.4.5. Notice of Determination & Federal Register Notice

Notice of Determination: The Notice of Determination (NOD) will be prepared in compliance with CEQA. The NOD will be electronically filed with the Office of Planning and Research on behalf of Caltrans. The NOD would also be posted with the Riverside County Clerk (a \$50 filing fee has been assumed). Along with the NOD, a California Department of Fish and Game (CDFG) filing fee would also be filed.

Federal Register Notice: ICF will prepare a notice for publication in the Federal Register by FHWA to start the NEPA statute of limitations. This notice will be prepared in compliance with the SER, and it is assumed that a Draft and Final version of the notice will be prepared, and that coordination and publication of the notice will be the responsibility of Caltrans and FHWA.

Subtask Assumptions:

- It is assumed that the City will pay the CDFG filing fee directly (assumed \$3,800)
- It is assumed that the City will pay the Riverside County Clerk NOD filing fee directly

Subtask Deliverables:

- Draft and Final NOD (submitted electronically for review and to the State Clearinghouse)
- Draft and Final Federal Register Notice (all transmittals assumed to be done electronically)

TASK 3 DELIVERABLES

- Traffic Analysis Reports Traffic Analysis
- Scoping Questionnaire for Water Quality Issues
- Noise Study Report
- Noise Abatement Decision Report
- Visual Impact Analysis Memorandum
- Air Quality Study
- Air Quality Conformity Report
- IR/PER
- HPSR
- Phase I Initial Site Assessment
- Phase II Initial Site Assessment
- Jurisdictional Delineation Report
- Natural Environmental Study (MI)
- Energy Analysis Report
- Draft & Final Environmental Document

- Public Hearing
- Notice of Determination & Federal Register Notice

ASSUMPTIONS/EXCLUSIONS

- Refer to subtasks

TASK 4. PROJECT REPORT

Concurrent with environmental document submittals, we will prepare the Project Report (PR) for distribution, review and approval by Caltrans, and the rest of the PDT. The PR will be prepared in conformance with Caltrans Project Development Procedures Manual latest guidelines. The report will be prepared and approved in two versions: The Draft PR requests approval to circulate environmental document, and the Final PR requests approval of project. Tasks 4.1 to 4.4 below shows submittal milestones for this task.

Task 4.1. Administrative Draft Project Report

Mark Thomas will develop the Administrative Draft PR documenting the engineering evaluation of the proposed alternatives and to satisfy Caltrans Project Development Procedures. The Administrative Draft PR will contain a discussion of the existing conditions, the need for improvements, and the alternatives considered. The Administrative Draft PR will be submitted for review and comment by the City and Caltrans.

Task 4.2. Draft Project Report

Upon receipt of City and Caltrans review comments on the Administrative Draft PR and after adequate time to develop response actions, a meeting will be held to discuss the comments and the appropriate action to be taken. This step reduces the opportunity for misunderstanding and provides clear direction toward the development of an approved product. The resubmittal of the Draft PR to City and Caltrans following the incorporation of these comments is expected to be for concurrence only. Once concurrence has been reached on all outstanding issues, the draft PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Task 4.3. Administrative Final Project Report

After circulation of the Draft ED and concurrent with the preparation of the Final ED, Mark Thomas shall prepare an Administrative Final PR which includes the recommendation of the Preferred Alternative. The report will review the development of the Preferred Alternative including public and agency comments obtained during the public meeting and environmental review period.

Task 4.4. Final Project Report

Upon receipt of City and Caltrans review comments of the Administrative Final PR and after adequate time to develop response actions, a meeting will be held to discuss the comments and the appropriate action to take. The resubmittal of the Final PR to the City and Caltrans following the incorporation of these comments is expected to be for concurrence only. Once concurrence has been reached on all outstanding issues, the Final PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Task 4.5. Modified Access Report/Highway Safety Manual Analysis

Modified Access Report: Mark Thomas will prepare a Modified Access Report to complete the FHWA approval process since the proposed project modifies access to I-215. FHWA approval will follow the two-step process:

Step 1: The Modified Access Report will address the FHWA policy requirements including information regarding the access control modification for each competing alternative and document the impacts and necessary mitigation strategies needed to implement each competing alternative. Once the FHWA is satisfied that the proposed access change meets policy requirements, the FHWA will send a Determination of Engineering and Operational Acceptability.

Step 2: An Interstate System Access Change Request for Final Approval in the form of a letter is submitted to the FHWA California Division Office. The request will reference the previous Determination of Engineering and Operational Acceptability, detail any changes that have occurred since the determination was granted, and include a copy of the final environmental document with a copy of the record of decision. Once the Final Approval is granted, the FHWA will send a formal letter to the District Director.

Highway Safety Manual Analysis: The Interactive Highway Safety Design Model (IHSDM) and/or Enhanced Interchange Safety Analysis Tool (ISATe) spreadsheets will be used to complete the predictive crash analysis for the project alternatives. Mark Thomas will collaborate with Traffic Operations staff to build model in the HSM software tool and perform data-driven analysis using the appropriate HSM software tool. This analysis will be used to complete the Modified Access Report and will be included in the Design Standard Decision Document.

TASK 4 DELIVERABLES

- Administrative Draft Project Report
- Draft Project Report
- Administrative Final Project Report
- Final Project Report
- Draft/Final Modified Access Report
- Highway Safety Manual Analysis

EXHIBIT "B"
SPECIAL REQUIREMENTS

NONE

01006/0001/63662.01

Exhibit "B"
Page 1

LONG FORM
CONTRACT SERVICES AGREEMENT

EXHIBIT "C"
SCHEDULE OF COMPENSATION

01006/0001/63662.01

Exhibit "C"
Page 1

LONG FORM
CONTRACT SERVICES AGREEMENT

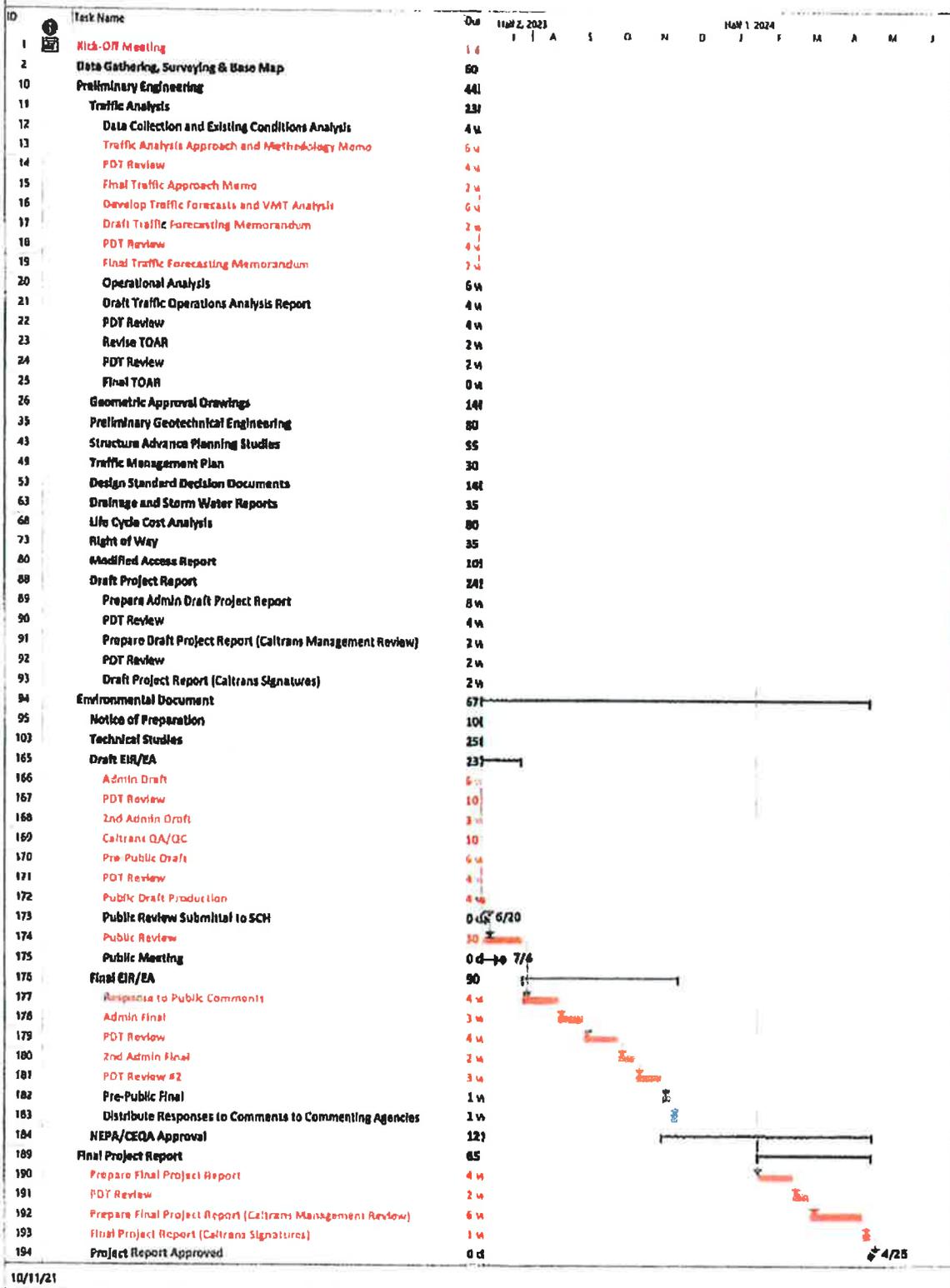
EXHIBIT "D"
SCHEDULE OF PERFORMANCE

010060001/63462.01

Exhibit "D"
Page 1

LONG FORM
CONTRACT SERVICES AGREEMENT

Mark Thomas



10/11/21

4/25

Attachment 4

CSA A-1

**AMENDMENT NO. 1
TO THE CONTRACT SERVICES AGREEMENT I-215/HARLEYKNOX
INTERCHANGE ENVIRONMENTAL AND
ENGINEERING CONSULTING SERVICES
BETWEEN THE CITY OF PERRIS AND MARK THOMAS**

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR I-215/HARLEY KNOX INTERCHANGE ENVIRONMENTAL AND ENGINEERING CONTRACT SERVICES BETWEEN THE CITY OF PERRIS AND MARK THOMAS ("Amendment No. 1") by and between the CITY OF PERRIS ("City") and MARK THOMAS, a California corporation ("Consultant") is effective as of the 30th day of April, 2024.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement for I-215/Harley Knox Interchange Environmental and Engineering Consulting Services dated November 8, 2021, for the provisions of securing the State and Federal Environmental Approvals and Project Document under the California Environmental Quality Act (CEQA), and the National Environmental Policy Act (NEPA) as more particularly described therein ("Agreement").

B. Consultant has experienced schedule delays associated with the required studies needed to satisfy CEQA and NEPA. City and Consultant desire to extend the term of the Agreement through December 31, 2025.

C. City and Consultant desire to make this Amendment No. 1 effective April 30, 2024

TERMS

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

1.1 Section 3.4 (TERM) of the Agreement is hereby amended as follows (~~strikethrough~~ represents deleted language and ***bold italics*** represents added language):

"Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than ~~April 30, 2024~~ ***December 31, 2025.***"

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement 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.

3. **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.

4. 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.

5. 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. 1 on the date and year first-above written.

CITY:
CITY OF PERRIS, a California municipal corporation

W.B. For
Clara Miramontes
City Manager

ATTEST:

Nancy Salazar
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Robert Khuu
Robert Khuu, City Attorney

CONSULTANT:
MARK THOMAS, a California corporation

By: Zachery Singha
Name: Zachery Singha
Title: President

By: Matt Bragan
Name: Matt Bragan
Title: Secretary

Address: 4200 Concord St.
Ste. 330
Ontario, CA 91764

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]

Attachment 5

Amendment 2 CSA, I-215/Harley Knox IC Improvements

**AMENDMENT NO. 2
TO CONTRACT SERVICES AGREEMENT FOR I-215/HARLEY KNOX
INTERCHANGE ENVIRONMENTAL AND
ENGINEERING CONSULTING SERVICES
BETWEEN THE CITY OF PERRIS AND MARK THOMAS**

This AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES AGREEMENT FOR I-215/HARLEY KNOX INTERCHANGE ENVIRONMENTAL AND ENGINEERING CONTRACT SERVICES **BETWEEN THE CITY OF PERRIS AND MARK THOMAS** (“Amendment No. 2”) by and between the **CITY OF PERRIS** (“City”) and **MARK THOMAS**, a California corporation (“Consultant”) is effective as of the 10th day of November, 2024.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement for I-215/Harley Knox Interchange Environmental and Engineering Consulting Services dated November 8, 2021, for the provisions of securing the State and Federal Environmental Approvals and Project Document under the California Environmental Quality Act (CEQA), and the National Environmental Policy Act (NEPA) as more particularly described therein (“Agreement”).

B. City and Consultant entered into that certain amendment to extend the term of the Agreement to December 31, 2025 (“Amendment No. 1”).

C. City and Consultant now desire to further amend the Agreement such that the compensation is increased due to additional time and further work being required as a result of changing State and federal requirements.

TERMS

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

1.1 Section 2.1 of the Agreement is hereby amended in its entirety 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 Two Million Seven Hundred Ninety One Six Hundred Ninety Nine Dollars and Ninety Two Cents (\$2,791,699.92) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by

the City.

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

1.2 Exhibit C of the Agreement is hereby amended as provided in Exhibit C of this Amendment No. 2.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 2, 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 No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2.

3. 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. 2, 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.

4. 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. 2.

5. Authority. The persons executing this Amendment No. 2 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. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 2 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 A. Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Robert Khuu, City Attorney

CONSULTANT:
MARK THOMAS, a California Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 4200 Concoors St. Ste. 330
Ontario, CA 91764

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

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
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	
<input type="checkbox"/> GENERAL	
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	_____
	DATE OF DOCUMENT
SIGNER IS REPRESENTING:	
(NAME OF PERSON(S) OR ENTITY(IES))	
_____	_____
_____	SIGNER(S) OTHER THAN NAMED
	ABOVE

Exhibit C



Habib Motlagh, City Engineer
 City of Perris
 Public Works Department
 1015 G Street
 Perris, CA 92570

SUMMARY

Project #: **21-00081**

I-215/Harley Knox Interchange Environmental and
 Engineering Consulting Services

Engineering Services: Through September 29, 2024

Contract Exp: **12/31/25**

Original 2,408,698.92
 Total Contract Amount 2,408,698.92

PHASE NO.	TASK NO.	PHASE/TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET REALLOCATIONS	AMENDMENT BUDGET	REALLOCATED BUDGET	COSTS TO DATE	BALANCE REMAINING	BILLED BUDGET
100		PROJECT MANAGEMENT							
	001	1.1 General Project Management	64,726.00	5,656.49	29,000.00	99,382.49	70,382.48	29,000.01	71%
	002	1.2 Coordination/Meetings	69,216.00	-36.82	35,000.00	104,179.18	69,179.18	35,000.00	66%
	003	1.3 Project Management Plan	11,480.00	-1,722.00		9,758.00	9,758.00	0.00	100%
	004	1.4 Project Schedule	13,800.00	-75.30	10,000.00	23,724.70	13,724.70	10,000.00	58%
	005	1.5 Progress Reports	5,740.00	-0.49	6,000.00	11,739.51	5,739.51	6,000.00	48%
	006	1.6 Quality Management Plan	52,740.00	-2,988.44	23,000.00	72,741.56	49,741.56	23,000.00	68%
	099	MT REIMBURSABLES	18,467.34	-3,643.95	2,000.00	16,823.39	14,823.39	2,000.00	88%
	299	F&P: REIMBURSABLES	5,100.00	-385.00		4,715.00	4,715.00	0.00	100%
	399	GRPD: REIMBURSABLES	40,950.00			40,950.00	991.40	39,958.60	2%
	400	ICF: 1.1 PROJECT MANAGEMENT	54,975.00			54,975.00	47,012.50	7,962.50	86%
	401	ICF: 1.2 COORDINATION/MEETINGS	48,620.00			48,620.00	39,393.75	9,226.25	81%
	499	ICF: REIMBURSABLES	23,498.00		250.00	23,748.00	6,685.58	17,062.42	28%
		SUBTOTAL PHASE 100	409,312.34	-3,205.51	105,250.00	511,356.83	332,147.05	179,209.78	65%
200		ENGINEERING DEVELOPMENT							
	001	2.1 Data Collection/Permit Applications	21,716.00	-44.00		21,672.00	21,672.00	0.00	100%
	002	2.2 Aerial Topo Mapping/Supp Survey	16,048.00	-11.75		16,036.25	16,036.25	0.00	100%
	003	2.3 Geometric Development	207,648.00	119,487.51	50,000.00	377,135.51	327,135.51	50,000.00	87%
	004	2.4 Design Standard Decision Document	60,456.00	113,403.26	50,000.00	223,859.26	173,852.41	50,006.85	78%
	005	2.5 Construction Staging/Traffic Handling	3,580.00	-3,580.00		0.00	0.00	0.00	0%
	006	2.6 Transportation Management Plan	3,580.00	-37.46		3,542.54	3,542.54	0.00	100%
	007	2.7 Structure Advance Planning Study	70,144.00	8,258.48	25,000.00	103,402.48	78,402.48	25,000.00	76%
	008	2.8 Utility & ROW Coordination	4,396.00	-23.84		4,372.16	4,372.16	0.00	100%
	009	2.9 Conceptual Drainage Study	4,396.00	-4,396.00		0.00	0.00	0.00	0%
	010	2.10 Storm Water Data Report	4,396.00	-4,396.00		0.00	0.00	0.00	0%
	011	2.11 Prelim Geotechnical Reports	4,396.00	-4,396.00		0.00	0.00	0.00	0%
	012	2.12 Life Cycle Cost Analysis	21,136.00	-21,136.00	20,000.00	20,000.00	0.00	20,000.00	0%
	013	2.13 Value Analysis	25,460.00	-25,460.00		0.00	0.00	0.00	0%
	014	2.14 Cost Estimate	26,644.00	-16,261.26	15,000.00	25,382.74	10,382.74	15,000.00	41%
	100	EMI: 2.11 PRELIM GEOTECH RPTS	60,000.00			60,000.00	50,370.00	9,630.00	84%
	500	MON: 2.8 UTILITY/ROW COORD	3,200.00			3,200.00	617.50	2,582.50	19%
	600	VMS: 2.13 VALUE ANALYSIS	47,833.00			47,833.00	0.00	47,833.00	0%
	700	WEBB: 2.2 AERIAL TOPO/SUPP SURV	23,280.00			23,280.00	23,280.00	0.00	100%
	701	WEBB: 2.5 CONSTR STAGE/TRAFFIC HANDLING	27,200.00			27,200.00	21,760.00	5,440.00	80%
	702	WEBB: 2.6 TRANSPORTATION MGMT PLAN	13,600.00			13,600.00	10,880.00	2,720.00	80%
	703	WEBB: 2.8 UTILITY/ROW COORD	46,660.00			46,660.00	34,895.00	11,665.00	75%
	704	WEBB: 2.9 CONCEPTUAL DRAINAGE STUDY	27,460.00			27,460.00	24,714.00	2,746.00	90%
	705	WEBB: 2.10 STORM WATER DATA RPT	14,080.00			14,080.00	12,672.00	1,408.00	90%
		SUBTOTAL PHASE 200	737,309.00	161,406.94	160,000.00	1,058,715.94	814,684.59	244,031.35	77%
300		ENVIRONMENTAL DOCUMENTATION							
	001	3.1 Base Maps for Environmental Studies	4,288.00	-46.75		4,241.25	4,241.25	0.00	100%
	002	3.2 Issuance of Env Notice/Public Scoping Mtg	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	003	3.3.1 Traffic Analysis	1,418.00	-78.10		1,339.90	1,339.90	0.00	100%
	004	3.3.2 Scoping Questionnaire for Water Quality Issues	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	005	3.3.3 Noise Study Report	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	006	3.3.4 Noise Abatement Decision Report	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	007	3.3.5 Visual Impact Analysis Memo	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	008	3.3.6 Air Quality Study	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	009	3.3.7 Air Quality Conformity Report	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	010	3.3.8 PIR/PER	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	011	3.3.9 HPSR	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	012	3.3.10 Phase I Initial Site Assessment	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	013	3.3.11 Phase II Initial Site Assessment	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	014	3.3.12 Jurisdictional Delineation	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	015	3.3.13 Natural Environmental Study (MI)	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	016	3.3.14 Energy Analysis Report	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	017	3.4.1 Draft Environmental Document	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	018	3.4.2 Publicly Circulate Draft Env Document	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	019	3.4.3 Public Comment Responses	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	021	3.4.4 Final Environmental Document	1,418.00	-1,418.00	1,375.00	1,375.00	0.00	1,375.00	0%
	022	3.4.5 Notice of Determination/Federal Register Notice	1,418.00	-1,418.00		0.00	0.00	0.00	0%
	200	F&P: 3.3.1 TRAFFIC ANALYSIS	88,150.00	24,285.00	20,000.00	132,435.00	106,191.75	26,243.25	80%
	300	GRPD: 3.3.10 PHASE I ISA	9,530.00			9,530.00	9,480.00	50.00	99%
	301	GRPD: 3.3.11 PHASE II ISA	36,520.00			36,520.00	12,115.00	24,405.00	33%
	400	ICF: 3.2 ENVIRON NOTICE/SCOPING MTG	53,470.00	-53,470.00		0.00	0.00	0.00	0%
	401	ICF: 3.3.2 SCOPING QUESTIONNAIRE	14,035.00			14,035.00	2,016.25	12,018.75	14%
	402	ICF: 3.3.3 NOISE STUDY REPORT	156,510.00			156,510.00	115,656.25	40,653.75	74%
	403	ICF: 3.3.4 NOISE ABATEMENT DECISION RPT	48,950.00			48,950.00	0.00	48,950.00	0%
	404	ICF: 3.3.5 VIA MEMO	14,810.00		19,210.00	34,020.00	352.50	33,667.50	1%
	405	ICF: 3.3.6 AIR QUALITY STUDY	39,500.00			39,500.00	39,472.50	27.50	100%



PHASE NO.	TASK NO.	PHASE/TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET REALLOCATIONS	AMENDMENT BUDGET	REALLOCATED BUDGET	COSTS TO DATE	BALANCE REMAINING	BILLED BUDGET
	406	ICF: 3.3.7 AIR QUALITY CONFORMITY RPT	18,560.00			18,560.00	2,295.00	16,265.00	12%
	407	ICF: 3.3.8 PIR/PER	1,780.00			1,780.00	1,522.50	257.50	86%
	408	ICF: 3.3.9 HPSR	85,470.00			85,470.00	62,716.25	22,753.75	73%
	409	ICF: 3.3.12 JURISDICTIONAL DELINEATION	23,950.00			23,950.00	23,898.75	51.25	100%
	410	ICF: 3.3.13 NATURAL ENV STUDY (MI)	63,430.00			63,430.00	63,363.75	66.25	100%
	411	ICF: 3.3.14 ENG ANALYSIS REPORT	29,120.00	-18,285.00	-10,835.00	0.00	0.00	0.00	0%
	412	ICF: 3.4.1 DRAFT ENVIRONMENTAL DOC	167,555.00			167,555.00	86,582.50	80,972.50	52%
	413	ICF: 3.4.2 PUBLICLY CIRCULATE DRAFT ED	69,225.00			69,225.00	0.00	69,225.00	0%
	414	ICF: 3.4.3 PUBLIC COMMENT RESPONSES	39,810.00			39,810.00	0.00	39,810.00	0%
	415	ICF: 3.4.4 FINAL ENVIRONMENTAL DOC	95,230.00	-51,624.00		43,606.00	0.00	43,606.00	0%
	416	ICF: 3.4.5 NOTICE OF DETER/FED REGIST	3,730.00			3,730.00	0.00	3,730.00	0%
	417	ICF: ASSUMPT OF ELIGIBILTY REQUEST	0.00	9,555.00		9,555.00	1,195.00	8,360.00	13%
	418	ICF: FINDING OF EFFECT (FOE)	0.00	35,220.00		35,220.00	0.00	35,220.00	0%
	419	ICF: ESA ACTION PLAN	0.00	26,980.00		26,980.00	0.00	26,980.00	0%
SUBTOTAL PHASE 300			1,091,983.00	-54,405.85	29,750.00	1,067,327.15	532,639.15	534,688.00	50%
400	PROJECT REPORT								
	001	4.1 Administrative Draft Project Report	40,216.00	-34,244.97		5,971.03	5,971.03	0.00	100%
	002	4.2 Draft Project Report	16,620.00	-16,620.00	50,000.00	50,000.00	0.00	50,000.00	0%
	003	4.3 Administrative Final Project Report	18,790.00	-18,790.00	18,000.00	18,000.00	0.00	18,000.00	0%
	004	4.4 Final Project Report	10,650.00	-10,650.00	10,000.00	10,000.00	0.00	10,000.00	0%
	005	4.5 Modified Access Rpt/HSM Analysis	18,896.00	10,199.33	10,000.00	39,095.33	29,085.33	10,000.00	74%
SUBTOTAL PHASE 400			105,172.00	-70,105.64	88,000.00	123,066.36	35,066.36	88,000.00	28%
999	ANTICIPATED SALARY INCREASE								
	001	MT: ANTIC SALARY INCREASE	33,689.94	-33,689.94		0.00	0.00	0.00	0%
	400	ICF: ANTICIPATED SALARY INCREASE	31,233.64			31,233.64	0.00	31,233.64	0%
SUBTOTAL PHASE 999			64,923.58	-33,689.94	0.00	31,233.64	0.00	31,233.64	0%
GRAND TOTAL SERVICES			2,408,699.92	0.00	383,000.00	2,791,699.92	1,714,637.15	1,077,162.77	61%



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** November 12, 2024
- SUBJECT:** Consideration of approving a contract with ACT 1 Construction Inc. to install a new sewer main and septic-grinder pump for the Development Services Building (135 N "D" Street). This includes a sewer main, septic-grinder pump, gas line repair, and electrical for \$130,970.52, including a 20% contingency, which will be paid from available ARPA funds.
- REQUESTED ACTION:** That City Council approve a contract with ACT 1 Construction Inc. to install a new sewer main and septic-grinder pump for the Development Services Building (135 N "D" Street). This includes a sewer main, septic-grinder pump, gas line repair, and electrical for \$130,970.52, including a 20% contingency, and authorize the City Manager to execute the contract and all necessary documents, subject to the City Attorney as to form.
- CONTACT:** Bryant Hill, Director of Public Works

BACKGROUND/DISCUSSION:

Sewer blockage led to the Development Services staff's lack of restroom use and prompted emergency work to begin on a sewer main replacement. These unforeseeable conditions require extra work and materials to correctly address flow and restore restroom services. ACT 1 Construction Inc., the general contractor, mobilized and was the initial respondent to provide immediate emergency work.

ACT 1 Construction Inc.	\$74,791.00
Extra Work & Materials	\$34,351.10

Staff recommends that City Council approve the contract with ACT 1 Construction Inc. for \$109,142.10 with a 20% contingency of \$21,828.42, for a total of \$130,970.52. The funding for this project will be paid from available ARPA funds.

BUDGET (or FISCAL) IMPACT: There will be no impact on the general fund, as this project's funding will come from available ARPA funds.

Prepared by: Bryant Hill, Director of Public Works

REVIEWED BY:

Assistant City Manager: MB

Assistant City Manager: ER

Director of Finance: JK

Attachments:

1: Public Works Construction Contract

2: Change Order #1

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

**ATTACHMENT 1:
PUBLIC WORKS CONSTRUCTION CONTRACT**

PUBLIC WORKS CONSTRUCTION CONTRACT

THIS PUBLIC WORKS CONSTRUCTION CONTRACT (“Contract”) is made and entered into as of the date executed by the City Manager, by and between ACT 1 Construction Inc., a California corporation, (“Contractor”) and the City of Perris, a California municipal corporation, (“City”) for a total amount of \$130,970.52, consisting of \$109,142.10 as set forth in Contractor’s bid (the "**Contract Amount**") and up to \$21,828.42 in a Construction Contingency amount if approved by the City pursuant to this Contract.

RECITALS

WHEREAS, City sought a proposal for an emergency sewer repair at the City’s Development Services building; and

WHEREAS, City did accept the bid of Contractor dated September 19, 2024 (“Contractor’s Bid”); and

WHEREAS, the City Council has determined the Project (defined below) required emergency services and 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>20240548632</u>
DESCRIPTION:	<u>135 Building – Sewer Main Replacement - An emergency sewer main line repair connecting to the Development Services building</u>
LOCATION:	<u>135 N “D” St, 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 involves 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. Request for Proposal
- ii. Contractor's Bid
- iii. Project Plans
- iv. Performance and Payment Bonds
- v. 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 (“**October 11, 2024**”). Contractor shall complete the Project within **thirteen (13)** Calendar Days from the Start Date (“**October 23, 2024**”). 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:

Ryan McGlynn	Chief Operating Officer
Name	Title
Tiffany Trenholm	VP/Sec
Name	Title
Don Trenholm	President
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 Public Works Department, located at 1015 S G St, 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 (180) 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:

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
City Project Name: 135 Building - Sewer Main Replacement
City Project No.: 20240548632

^{Act 1}
We, Construction, Inc, a California corporation, as Principal, and Developers Surety and Indemnity Company, 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 * (\$74,791.00). 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 and with the City Project Name 135 Building - Sewer Main Replacement and City Project Number 20240548632. 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. *seventy four thousand seven hundred ninety one and 00/100 dollars

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 9th day of October, 2024

Seal of Corporation

Act 1 Construction, Inc

By: Don Trenholm
Authorized Representative of Principal

Title: President

(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:

Developers Surety and Indemnity Company
[name of surety company]

KPS Insurance Services, Inc. / Michael R. Strahan

800 SUPERIOR AVENUE E., 21ST FLOOR

Name
555 West Beech St. Ste. 503

Street Number
CLEVELAND, OH 44114

Street Number
San Diego, CA 92101

City and State
(949) 271-7469

City and State
(858) 538-8822

Telephone Number

Telephone Number

By: Allison Ocampo
Attorney in Fact or other
Representative
Allison Ocampo

(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.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Developers Surety and Indemnity Company

of California, organized under the laws of California, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Train and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 1st day of November, 2017, I have set my hand and caused my official seal to be affixed this 1st day of November, 2017.*



Dave Jones
Insurance Commissioner

Valerie Sarfaty
for Joel Laucher
Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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

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

Michael R. Strahan, E.B. Strahan and Allison Ocampo, of San Diego, CA

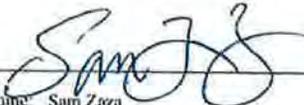
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective February 2, 2023 and shall expire on December 31, 2025

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

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

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

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

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



ACKNOWLEDGEMENT:

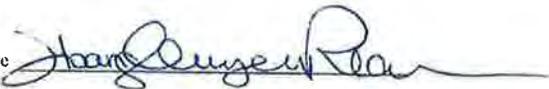
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

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

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

WITNESS my hand and official seal.

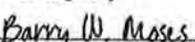
Signature 



CORPORATE CERTIFICATION

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

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

DocuSigned by:
By:  Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 9th day of October, 2024

ACKNOWLEDGMENT

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

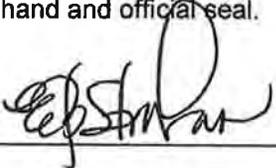
State of California
County of San Diego

On 10/9/2024 before me, E.B. Strahan, Notary Public

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

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

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Riverside)

On October 9, 2024 before me, Cheri L. Bower, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Don Trenholm
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Cheri L. Bower Notary Public
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Don Trenholm

Corporate Officer — Title(s): President

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: Act 1 Construction, Inc

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

PAYMENT BOND

City Project Name: 135 Building - Sewer Main Replacement

City Project No.: 20240548632

We, ^{Act 1} Construction, Inc, a California corporation, as Principal, and Developers Surety and Indemnity Company, 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 * (\$74,791.00). 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 and with the City Project Name 135 Building - Sewer Main Replacement and City Project Number 20240548632. 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.

*seventy four thousand seven hundred ninety one and 00/100 dollars

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 9th day of October, 2024.

Seal of Corporation

Act 1 Construction, Inc

By: 
Authorized Representative of Principal

Title: President

(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:

Developers Surety and Indemnity Company
[name of surety]

KPS Insurance Services, Inc. / Michael R. Strahan
Name

800 SUPERIOR AVENUE E., 21ST FLOOR
Street Number

555 West Beech St. Ste. 503
Street Number

CLEVELAND, OH 44114
City and State

San Diego, CA 92101
City and State

(949) 271-7469
Telephone Number

(858) 538-8822
Telephone Number

By: 
Attorney in Fact or other
Representative
Allison Ocampo

(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.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Developers Surety and Indemnity Company

of California, organized under the laws of California, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Train and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of November, 2017, I have set my hand and caused my official seal to be affixed this 1st day of November, 2017.



Dave Jones
Insurance Commissioner

Valerie Sarfaty
for Joel Laucher
Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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

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

Michael R. Strahan, E.B. Strahan and Allison Ocampo, of San Diego, CA

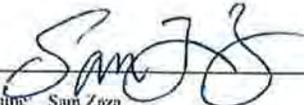
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective February 2, 2023 and shall expire on December 31, 2025.

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

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

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

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

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



ACKNOWLEDGEMENT:

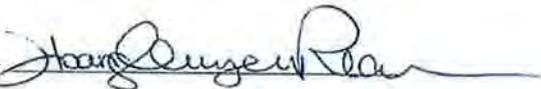
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

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

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

WITNESS my hand and official seal.

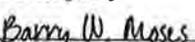
Signature: 



CORPORATE CERTIFICATION

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

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

DocuSigned by:
By:  Barry W. Moses, Assistant Secretary

POA No. N/A

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

Ed. 0323

Signed and sealed this 9th day of October, 2024

ACKNOWLEDGMENT

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

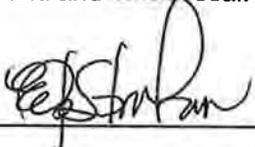
State of California
County of San Diego)

On 10/9/2024 before me, E.B. Strahan, Notary Public

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Riverside)
On October 9, 2024 before me, Cheri L. Bower, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Don Trenholm
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her~~ authorized capacity(ies), and that by his/~~her~~ 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 Cheri L. Bower, Notary Public
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Don Trenholm
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Act 1 Construction, Inc

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

INCREASE RIDER

To be attached to and form a part of Bond Number 0103347
issued by Developers Surety and Indemnity Company
on behalf of Act 1 Construction, Inc
as Principal in favor of City of Perris
as Obligee, effective 10/23/2024

IT IS HEREBY UNDERSTOOD AND AGREED, that,

The penal sum of this bond is increased from seventy four thousand seven hundred ninety one and 00/100
Dollars (\$ 74,791.00)
to one hundred nine thousand one hundred forty two and 10/100
Dollars (\$ 109,142.10) effective the 23rd day of October, 2024

Act 1 Construction, Inc Principal

By 

Developers Surety and Indemnity Company Surety

By 
Allison Ocampo, Attorney-in-Fact

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

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

Michael R. Strahan, E.B. Strahan and Allison Ocampo, of San Diego, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective February 2, 2023 and shall expire on December 31, 2025.

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

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

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

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

By: [Signature]
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

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

STATE OF California COUNTY OF Orange

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

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

WITNESS my hand and official seal.

Signature: [Signature]



CORPORATE CERTIFICATION

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

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

DocuSigned by:
By: Barry W. Moses Barry W. Moses, Assistant Secretary

POA No. N/A

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

Ed 0323

Signed and sealed this 23rd day of October, 2024

ACKNOWLEDGMENT

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State of California
County of San Diego

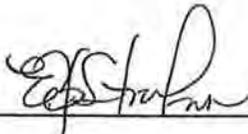
On 10/23/2024 before me, E.B. Strahan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____



(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Riverside)

On October 24, 2024 before me, Cheri L. Bower, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Don Trenholm
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Cheri L. Bower Notary Public
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Don Trenholm

Corporate Officer — Title(s): President

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: Act 1 Construction, Inc

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

**ATTACHMENT 2:
CHANGE ORDER #1**



CITY OF PERRIS

Public Works Department

Contractor Change Order No. 01

Contractor: Act 1 Construction, Inc.
444 Sixth Street
Norco, CA 92860

Date: October 23rd, 2024
Project: Building 135
Project No.: 20240548632
CO No.: 001
CO Date: October 19th, 2024

THIS CHANGE ORDER REVISION IS SUBJECT TO ALL TERMS AND SPECIAL CONDITIONS OF THE ORIGINAL CONTRACT.

Subject to all provisions of this change order, you are hereby directed to make the following changes:

COP Ref.	Description	Amount
PCO #1	Remove and replace saturated dirt, install new septic/grinder pump with lid.	\$34,351.10

Change Order No. 01 Total: \$34,351.10

This revision constitutes full and final settlement for all costs and time incurred by the Contractor in connection with the above referenced description of work, per City guidelines and requirements.

PROPOSED CHANGE TO CONTRACT PRICE:

The original contract sum: \$ 74,791.00

Net change by previously authorized Change Order was: \$ 0.00

The contract sum will be increased by this Change Order (No. 1) in the amount of: \$ 34,351.10

The new contract sum including this Change Order will be: \$ 109,142.10

The additional time allowed for this work is 0 calendar days.

CHANGE TO CONTRACT TIME

Contract Time will be increased: 0

As per Paragraph 5.1 "Time For Completion and Liquidated Damages," of the original Agreement, and a total of Zero (0) additional calendar days, from the completion date specified on the original Notice To Proceed. The new completion date is _____



CITY OF PERRIS

Public Works Department

To be effective, this change order must be approved by the City of Perris and

Approval By:

Authorized by: Ryan McGlynn
Contractor: Act 1 Construction, Inc.

Date: 10/23/2024

Recommended Approval by: Bryant Hill
Director of Public Works: Bryant Hill

Date: 10/23/2024



CITY OF PERRIS

10.I.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 12, 2024

SUBJECT: Full road closure request for Patterson Avenue South of Markham Ave to Dead End.

REQUESTED ACTION: Approve NPG Asphalt request for a full road closure on Patterson Ave South of Markham Avenue to the dead end to complete road repairs.

CONTACT: Bryant Hill, Public Works Director

BACKGROUND/DISCUSSION:

On August 27, 2024, the City Council approved NPG Asphalt to complete road repairs on Patterson Avenue, near 4501 Patterson Avenue. Due to heavy truck traffic, the road must be closed to ensure proper repairs are completed. The proposed road closure will be from Thursday, December 5th, through Monday, December 9th. Working hours will be between 7:00 a.m. and 5:00 p.m., weather permitting.

The Engineering Department has reviewed the work's extent and deemed the closure necessary for safety purposes. Access will be provided with detours during the road closure to all traffic.

BUDGET (or FISCAL) IMPACT: No fiscal Impact

Prepared by: Liset Hernandez, Public Works Manager

REVIEWED BY:

Assistant City Manager: WB

Assistant City Manager: ER

Director of Finance: MS

Attachments:

1. Vicinity Map
2. Traffic Control Plan

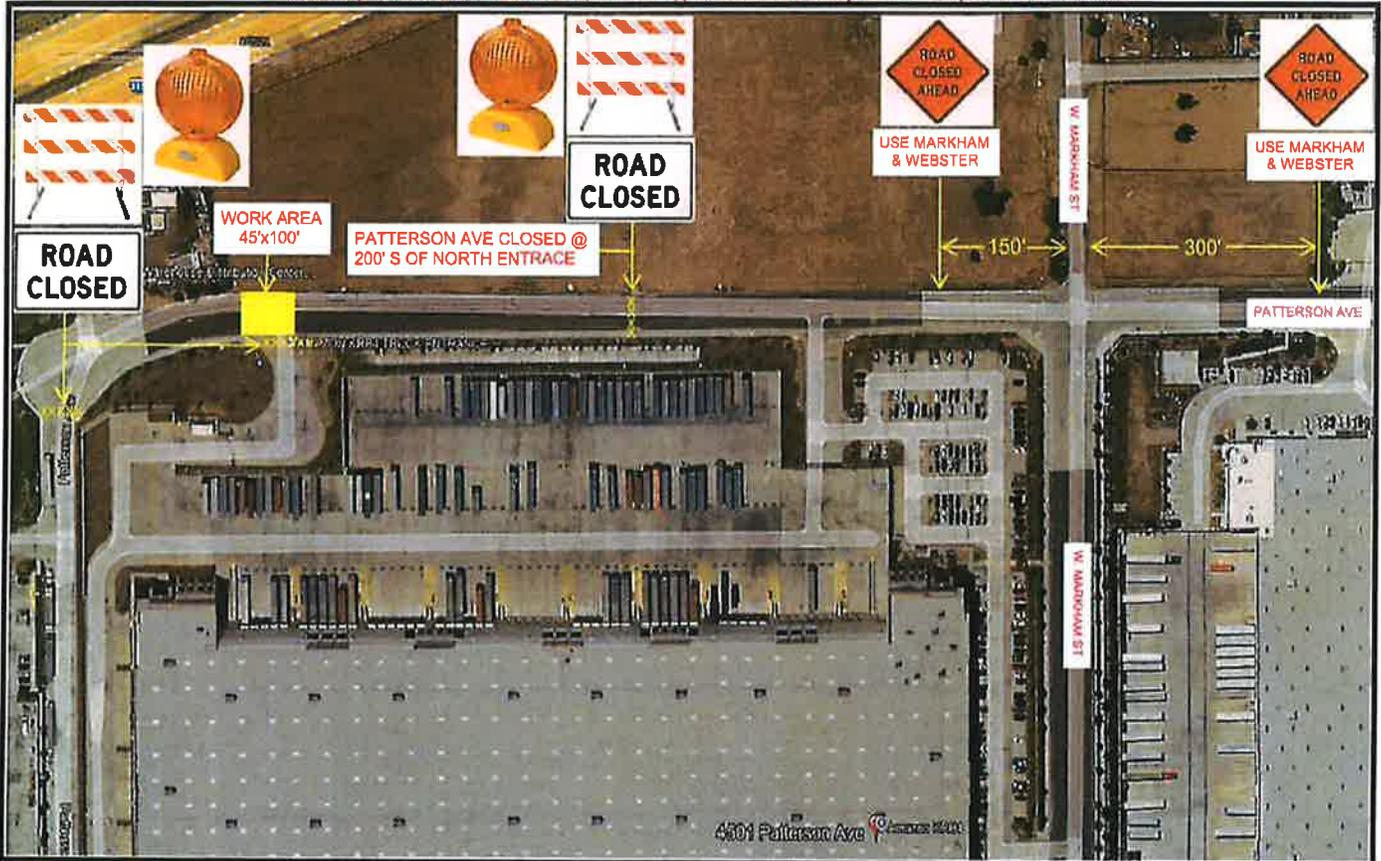
Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

Attachment 1:
Vicinity Map

ATTACHMENT 2

TRAFFIC CONTROL PLAN

*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.



NPG
ASPHALT
Lou Ton - Project Engineer
lton@npgasphalt.com
CELL: 951/204-8100
WWW.NPGASPHALT.COM
334 Jct Hwy, Perris, CA 92571
Inland Empire: 951/342-0200 TXL
951/848-9192 FAX
Edward Division: 710/222-9600 TXL

PATTERSON AVE., PERRIS
TRAFFIC CONTROL PLAN
4501 PATTERSON AVE.
SOUTH OF MARKHAM ST.
PERRIS, CA 92571
10/30/2024



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 12, 2024

SUBJECT: Consideration to execute an agreement with Cintas Corporation for facility equipment rental and supplies with the Public Works Department for a three-year period with an amount not to exceed \$50,000.00 per fiscal year.

REQUESTED ACTION: That City Council approve an agreement with Cintas Corporation for facility equipment rental and supplies with the Public Works Department and authorize the City Manager to execute the agreement and all necessary documents, subject to the City Attorney as to form.

CONTACT: Bryant Hill, Public Works Director *BH*

BACKGROUND/DISCUSSION:

The Public Works Department oversees the maintenance and operations of City-owned facilities. Cintas Corporation provides quality equipment rentals, such as soap, sanitizer, toilet paper, paper napkin dispensers, and supplies to restock said equipment. Cintas services include weekly dispenser restocking and additional supplies for future use. Cintas also maintains and replaces damaged and/or non-functional dispensers as needed. Cintas has proven to be responsive and reliable.

Staff is recommending the City Council approve the Agreement with Cintas Corporation for a three (3) year term in an amount not to exceed \$50,000 per fiscal year.

BUDGET (or FISCAL) IMPACT: No additional impact on the current fiscal year as costs have been previously approved with the FY 2024-25 budget. Costs for the 2025-26 and 2026-27 fiscal years will be included with the next budget adoption.

Prepared by: Liset Hernandez, Public Works Manager

REVIEWED BY:

Assistant City Manager WR

Assistant City Manager ER

Director of Finance 7/6

Attachments: 1. Draft Agreement with Cintas

Consent: x

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT

Draft Agreement with Cintas

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
CINTAS CORPORATION NO. 2**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into this 1st day of October 2024 by and between CITY OF PERRIS, a California municipal corporation (“**City**”) and CINTAS CORPORATION NO. 2, a Nevada 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 Services 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 of good quality; 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 Five Thousand Dollars (\$5,000.00), 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. Reserved.

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

1.9 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.

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 Fifty Thousand Dollars (\$50,000.00) (“**Contract Sum**”) annually, 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. Reserved.

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 September 30, 2027 (“**Term**”) and may extend the term for an additional two (2) one-year terms under the terms and conditions of the original Contract upon execution of an Amendment to the Contract by both Parties.

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 **Name, Title, Email, Phone Number** 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 Liset Hernandez, Public Works Manager, 951-657-3280 extension 617; lhernandez@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 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, which approval shall not be unreasonably withheld, conditioned, or delayed, 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.** Reserved.

(e) **Cyber Liability.** Reserved.

(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 third-party 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 therefore. 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 accounting principles customarily used by Consultant, and applied on a consistent basis, 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. Reserved.

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 promptly 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 promptly 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 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 forty-five (45) days' prior written notice to Consultant, except that where termination or suspension is due to the default of Consultant, the period of notice may be such shorter time as set forth in Section 7.3. Upon receipt of any written 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 shall give written notice to Consultant of the default and the reasons for the default. Consultant shall have thirty (30) days to cure any such default. During the 30-day period, 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 written 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).

7.5 Retention of Funds. Reserved.

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:
CINTAS CORPORATION NO. 2, a Nevada corporation

By: _____
Name: _____
Title: _____

Address: _____

EXHIBIT A
SCOPE OF SERVICES

- I. **Consultant has previously installed various dispensers at eleven (11) City facilities/buildings in accordance with a prior agreement with City. In accordance with this Agreement, Consultant shall provide refill services of such dispensers as described herein.**

CONSULTANT EQUIPMENT/DISPENSERS QUANTITIES

Soap Dispensers:	40	
Sanitizer Dispensers:		13
Air Fresheners:	35	
Toilet Paper Dispensers:	27	
Toilet Seat Cover Dispensers		27
Paper Towel Dispensers:	40	
Cleaner Dispensers	11	

- A. Consultant shall not charge for any additional dispensers, if needed by City, including the dispenser itself, installation, or batteries.
- B. Dispensers shall be replaced for free, as needed, including necessity arising out of wear and tear, damage, graffiti, etc.
- C. Consultant shall check all dispensers and provide refill services on a weekly basis, as detailed in Exhibit D.
- D. City has the option to add and/or stop the refill of any particular product at any time upon notice to Consultant.

The following supplies/products are billed out per refill:

Cost For Supplies Per Refill:

Case of 2800 multi-fold towels:	\$32.83
Case of 12 Dual-Ply Toilet Paper:	\$18.00
Jumbo Toilet Paper Single Roll:	\$5.18
Hardwood Single Large Paper Towel:	\$6.91
Pack of 250 Toilet Seat Covers:	\$3.88
Floor Cleaner:	\$1.55 per unit of concentrate
Restroom Cleaner:	\$1.83 per unit of concentrate
Glass Cleaner:	\$2.36 per unit of concentrate

The following supplies are billed out per dispenser and the refills are included for free:

Cost for supplies Per Unit:

Signature Series Soap:	\$2.80
Signature Series Sanitizer:	\$1.80
Signature Series Air Freshener:	\$4.66

II. Location(s) of Dispensers

The following locations shall become a part of and governed by the terms and pricing agreed to in the contract by and between Cintas and Customer, as captioned above as part of the date of execution of contract.

1. City of Perris Public Works
1015 S. G St
Perris, CA 92570
Cust# 14021673
CINTAS LOC: 55

MLRA #:
SIGNING LOCATION: 55
CINTAS CONTACT: Chris Thompson
PHONE: 951-526-6777
E-MAIL: thompsonc5@cintas.com

2. City of Perris Senior Center
100 North D St
Perris, CA 92570
Cust# 14021673
CINTAS LOC: 55

3. City of Perris Code Enforcement
227 North D St
Perris, CA 92570
Cust# 14021940
CINTAS LOC: 55

4. City of Perris City Hall 101
North D St
Perris, CA 92570
Cust# 13886002
CINTAS LOC: 55

5. City of Perris Engineering
24 South D St
Perris, CA 92570
Cust# 14021940
CINTAS LOC: 150

6. Bob Glass Gym
101 North D Street
Perris, CA 92570
Cust#
CINTAS LOC: 150

7. Council Chambers
101 North D Street
Perris, CA 92570
Cust#
CINTAS LOC: 150

8. Statler Teen Center
120 North Perris Blvd
Perris, CA 92570
Cust#
CINTAS LOC: 150

9. Information Technology
100 North D Street
Perris, CA 92570
Cust#
CINTAS LOC: 150

7. Parks Department
333 Placentia Ave
Perris, CA 92570
Cust#
CINTAS LOC: 150

11. Public Works
1015 South G Street
Perris, CA 92570
Cust#
CINTAS LOC: 150

EXHIBIT B

**SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)**

Not Applicable

EXHIBIT C

SCHEDULE OF COMPENSATION

Consultant shall submit invoices weekly to City for its Services under this Agreement. Payment shall be issued by City to Consultant within thirty (30) days in accordance with Section 2.2 of this Agreement.

EXHIBIT D

SCHEDULE OF PERFORMANCE

Consultant shall perform all weekly refill services before the close of the City's business day every Monday. City and Consultant must mutually agree in writing to change the date and time Consultant shall perform the Services.



CITY OF PERRIS

10.K.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 12, 2024

SUBJECT: Consideration to award a contract to Letner Roofing Company for Ceasar Chavez Library roof repair (CIP# F025) in the amount of \$305,029.00 for a term of 60 days weather permitting.

REQUESTED ACTION: That the City Council:

1. Award contract to Letner Roofing Company for a Roofing Project at the Cesar Chavez Library in the amount of \$305,029.00.
2. Reject all other bids.
3. Authorize twenty percent (20%) of the bid amount for contingency.
4. Authorize the City Manager to execute the agreement and all necessary documents, subject to the City Attorney as to form.

CONTACT: Bryant Hill, Public Works Director

BACKGROUND/DISCUSSION:

The Ceasar Chavez Library Roofing Project is intended to remove and replace the roof underlayment to mitigate ongoing leaks during the rainy season. In the past year, the roof at the Ceasar Chavez Library has been repaired multiple times to prevent ongoing leaks. The roof repair was discussed with the Public Works Committee during the review of the CIP budget in June of 2024.

The Project was published in the Perris Progress newspaper on August 30 and September 5, 2024, for public notice and uploaded to Active Bidder on September 13, 2024. The bid opening was on September 23, 2024; two bids were received on Active Bidder for the Project. The bids ranged from \$305,029 to \$452,470. Active Bidder published the lowest bid submitted by Letner Roofing Company, \$305,0259.

The project is funded through Library Developer Impact Fees (DIF) and the general fund. The budget for the said project was approved in the Fiscal Year 2024-2025 CIP Budget and is scheduled to begin November 18, 2024, weather permitting, and last for sixty (60) working days.

Staff recommends that the City Council 1) Award the Contract to Letner Roofing Company in the amount of \$305,029.00; 2) Reject all other bids; 3) Authorize twenty (20%) of the Bid Amount for

Construction Contingencies; 4) Authorize the City Manager to execute all necessary documents, subject to the City Attorney's approval as to form.

BUDGET (or FISCAL) IMPACT: There is no impact to the general fund. The funding for the project was approved by the City Council in the FY 2024-2025 CIP Budget (F025 Cesar Chavez Library).

Prepared by: Liset Hernandez, Public Works Manager

REVIEWED BY:

Assistant City Manager: MB

Assistant City Manager: ER

Director of Finance: mf

- Attachments:
1. Exhibit of Work Area
 2. Lowest Bidder Bid Package Results
 3. Agreement with Letner Roofing Company
 4. Bid Results-Due to the size of the document it is on file in the City Clerk's office or can be viewed at this link:

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

Consent: x

Public Hearing:

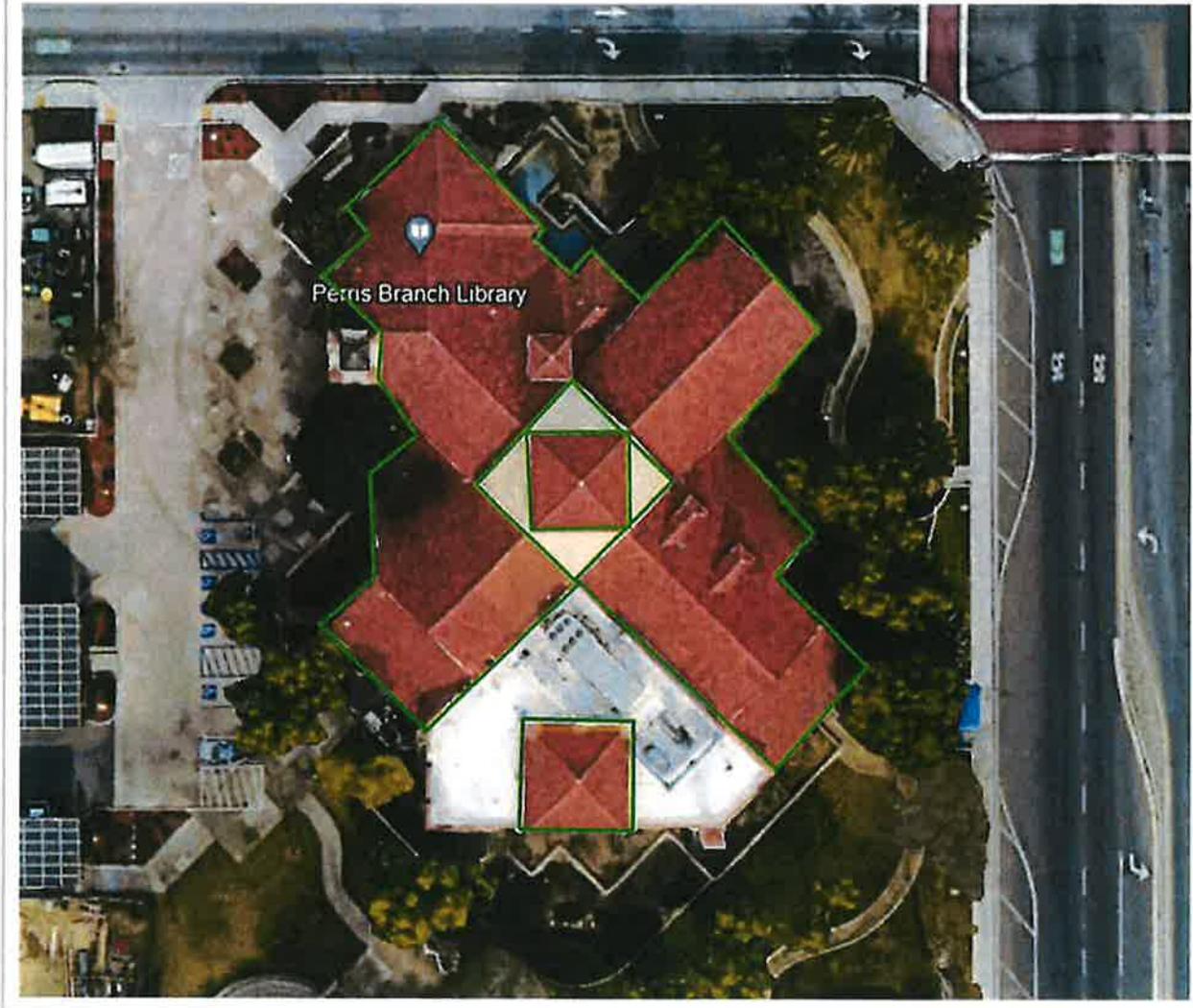
Business Item:

Presentation:

Other:

ATTACHMENT 1

Exhibit of Work Area



NOTES:

Area of Work



Roof Replacement
at
Perris Branch Library

Project Location:
163 E San Jacinto Ave
Perris, CA 92570



EXHIBIT

ATTACHMENT 2:

Lowest Bidder Bid Package Results

Ceasar Chavez Library Roofing

Post Date: 09/13/2024 17:13 PDT

Due Date: 09/23/2024 before 14:00 PDT

Estimated Value: N/A

Ceasar Chavez Library Roofing

Estimated Value:	N/A	Bid Post Date:	09/13/2024 17:13 PDT
Department:		Bid Due Date:	09/23/2024 before 14:00 PDT
Bid Bond:	Yes, 10% of the Bid Amount (page 6 of 77, item 3)	Performance Bond:	Yes, 100% of the Contract Price (page 6 of 77, item 9)
Payment Bond:	Yes, 100% of the Contract Price (page 6 of 77, item 9)		

License Requirements:

All bidders shall possess a State Contractor's license, Class A or appropriate license (page 5 of 77)

Project Information:

1) Ceasar Chavez Library Roofing		Type: PRIMARY	
Location:	163 E San Jacinto Avenue Perris, California 92570	Project Start Date:	09/13/2024
		Project End Date:	09/23/2024

Scope of Services:

The project in general is a complete ríft and layá re-roof. The contractor is to remove áSá tile from the roof and store while completing the installation of commercial grade underlayment of equal or better-quality level as Carlisle WIP300HT self-adhered underlayment at entire roof area, reinstall roof tiles, and replacing broken ones. The replacement of damaged plywood, metal flashings, new mortar at all joints, seal all metal flashings and pipes on roof, clean up and haul away debris is to be included

Caesar Chavez Library Roofing

Post Date: 09/13/2024 17:13 PDT

Due Date: 09/23/2024 before 14:00 PDT

Estimated Value: N/A

Registered Bidders / 4 total

#	Name	Company	Address	City	State	Phone
1	Bean, Jeffrey	Storm Guard Construction	2245 Via Cerro	Riverside	CA	9512185176
2	Valle, Janette	Danny Letner, Inc. dba Letner Roofing Company	1490 N Glassell St	Orange	California	714-633-0030
3	Moreno, Jeff	Superior Roofing Systems, Inc	1101 E Gene Autry Way	Anaheim	CA	9499434218
4	Singh, Adolf	Singh Group Inc	1308 Descanso Ave	San Marcos	CA	7602135462

Cesar Chavez Library Roofing

Post Date: 09/13/2024 17:13 PDT

Due Date: 09/23/2024 before 14:00 PDT

Estimated Value: N/A

Results / 2 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Valle, Janette	Danny Letner, Inc. dba Letner Roofing Company	1490 N Glassell St Orange, California 92867	714-633-0030	\$305,029	09/23/2024 15:48:14	Apparent Low Bidder
2	Singh, Adolf	Singh Group Inc	1308 Descanso Ave San Marcos, CA 92069	7602135462	\$452,470	09/23/2024 13:56:10	

Cesar Chavez Library Roofing

Post Date: 09/13/2024 17:13 PDT

Due Date: 09/23/2024 before 14:00 PDT

Estimated Value: N/A

1. Apparent low bidder details for: Valle, Janette / Danny Letner, Inc. dba Letner Roofing Company

1) Cesar Chavez Library Roofing

Item	UM	Qty	Unit Pricing	Item Total	
Bld Schedule 1					
1	Remove tile from roof and save	LS	1	\$84,400	\$84,400
2	Install Carlisle WIP300HT self-adhered underlayment or material equal to at entire roof area (per exhibit)	LS	1	\$41,700	\$41,700
3	Reinstall all roof tile removed and replace any broken tiles with like tiles (up to 50 tiles included in proposal)	LS	1	\$136,000	\$136,000
4	Replace metal flashing as needed	LS	1	\$24,800	\$24,800
5	Furnish and install new mortar at all joints	LS	1	\$10,920	\$10,920
6	Seal all metal flashings and pipes on roof	LS	1	\$2,500	\$2,500
7	Clean up and haul away all debris	LS	1	\$4,600	\$4,600
8	Additional Charge: Plywood	SF	1	\$7	\$7
9	Additional Charge: Fascia Board	LF	1	\$46	\$46
10	Additional Charge: Starter Board	LF	1	\$9.5	\$9.5
11	Additional Charge: Trim Board	LF	1	\$40	\$40
12	Additional Charge: Additional Tiles over and above 50 Tiles included in Proposal	EA	1	\$6.5	\$6.5
				Subtotal	\$305,029
				Project Total	\$305,029

Subcontractor information for: Valle, Janette / Danny Letner, Inc. dba Letner Roofing Company

Subcontractor	License #	Portion	Amount
1 B&M Tear Off, Inc. 2531 Eden Plains Rd. Knightsen, CA	769864	Roof Demo	25%

Ceasar Chavez Library Roofing

Post Date: 09/13/2024 17:13 PDT

Due Date: 09/23/2024 before 14:00 PDT

Estimated Value: N/A

File attachment details for: Valle, Janette / Danny Letner, Inc. dba Letner Roofing Company

File name	Description	Type	Size	Notes
Ceasar Chavez Library - LETNER	Additional	pdf	1.6 MB	See attached on behalf of LETNER.

ATTACHMENT 3

Agreement with Letner Roofing Company

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 Danny Letner, Inc., a California corporation dba Letner Roofing Company, (“Contractor”) and the City of Perris, a California municipal corporation, (“City”) for a total amount of \$366,034.80, consisting of \$305,029.00 as set forth in Contractor’s bid (the "**Contract Amount**") and up to \$61,005.80 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 September 13, 2024 (“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.:	2024-11-F025
DESCRIPTION:	<u>Cesar Chavez Library Roof</u>
LOCATION:	<u>163 East San Jacinto Ave., 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) Calendar 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.b4(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.

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 Public Works Department, located at 1015 South "G" 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:

CONTRACTOR'S ADDRESS:

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.

ATTACHMENT 4

Bid Results

Due to the size of the document it can be viewed in the City Clerk's Office or at
this link:

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



CITY OF PERRIS

10.L.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 12, 2024

SUBJECT: Consideration to award and approve a Professional Services Contract to and with IDS Group for professional architectural services for the Bob Glass Gym, Community Program Enhancement Project located at 101 N D Street, Perris, CA 92570 in the amount of \$211,761 for an 18-month term.

REQUESTED ACTION: That the City Council 1) Award and approve a Professional Services Contract to and with IDS Group for a total contract amount of \$211,761 for professional architectural services of the Bob Glass Gym, Community Program Enhancement Project; 2) Authorize 10% of the Contract Amount for Design Contingency; and 3) Authorize the City Manager to execute the professional services contract and all project related documents, subject to City Attorney approval as to form.

CONTACT: Sabrina Chavez, Director of Public Services

BACKGROUND/DISCUSSION:

Public Services staff pursued grant funding through the Congressional Grants Division of the U.S Department of Housing and Urban Development (HUD), and the city was awarded \$3,000,000 million dollars to improve community facilities and enhance community programming. Through this grant, city staff are proposing interior renovations to the Bob Glass Gym located on city hall campus, by expanding the existing community recreation room and renovating the community stage. The proposed project would respond to the needs of the community to develop and accommodate a community public space that would foster safe, accessible, and inclusive opportunities for children and adults of all ages. The proposed space would support new programming to recreate, socialize, and overcome health disparities, inclusive of adaptive programming, nutrition classes, fitness classes, performing art classes, and enrichment courses. The renovation of the stage would allow the city to showcase performances of arts for all ages and enhance the residents' experience when attending performances.

On September 27, 2024, staff advertised and issued a Request For Proposal to secure professional architectural services for the Bob Glass Gym, Community Program Enhancement Project. Bids closed on October 24, 2024, and one bid was received from IDS Group with a bid amount of

\$211,761. The bid proposal includes architectural-engineering services such as concept design, schematic design, design developments, mechanical, electrical, civil and structural engineering, as well as construction documents, bid and construction administration. IDS Group presents ample experience working with municipalities and counties, provides specialized in-house professional services such landscape and structural architects, as well as civil, mechanical electrical and structural engineering. The firm's professional qualifications, specialized internal services, and relevant experience will help assess and streamline the design process for the project. IDS Group has 30 years of experience and presented a clear understanding of the project scope and deliverables (see Attachment 2, Exhibit A for Proposal).

At this time, staff is recommending that the City Council award a Professional Services Contract to IDS Group, for a total bid amount of \$211,761 for the professional architectural services of the Bob Glass Gym, Community Program Enhancement Project; authorize a 10% (\$21,176) of the bid amount for design contingency; and authorize the City Manager to execute the professional services contract and all project related documents, subject to City Attorney approval as to form.

BUDGET (or FISCAL) IMPACT: Costs associated with the proposed contract for professional architectural services by IDS Group in the amount of \$211,761 plus 10% contingency (\$21,176), totaling \$232,937 will be covered by approved Capital Improvement Project Budget (CIP# F072).

Prepared by: Martin E. Martinez, Management Analyst

REVIEWED BY:

Assistant City Manager: MB

Assistant City Manager: ER

Director of Finance: MB

Attachments:

- 1: Project Location
- 2: Professional Services Contract Agreement
3. IDS Group Proposal

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

Consent: X

Public Hearing:

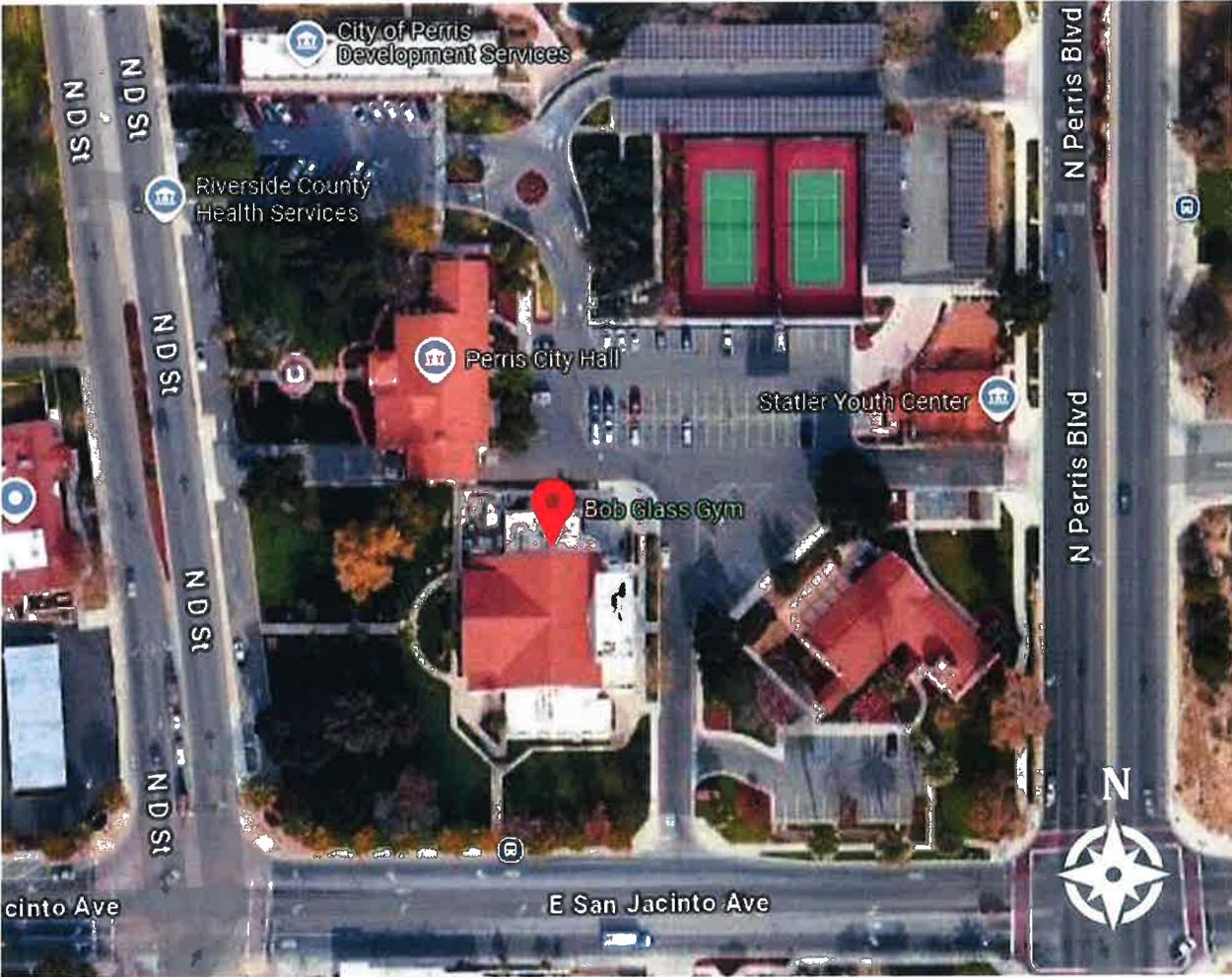
Business Item:

Presentation:

Other:

ATTACHMENT 1: PROJECT LOCATION

Project Location



Bob Glass Gym Location

**ATTACHMENT 2:
PROFESSIONAL SERVICES CONTRACT
AGREEMENT**

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
IDS GROUP**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into this 12 day of November, 2024 by and between CITY OF PERRIS, a California municipal corporation (“**City**”) and IDS Group, a California Architecture-Engineering Consulting Firm (“**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 Two Hundred and Thirty Two Thousand Nine Hundred and Thirty Seven Dollars (\$232,937) (“**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 May 31, 2026 (“**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 Said Hilmy (Principal, 949-387-8500 and Said Hilmy@idsgi.com), 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 the City’s City Manager (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:

IDS Group, a California Architecture-Engineering Consulting Firm

By: _____
Name: Said Hilmy
Title: Principal

By: _____
Name: _____
Title: _____

Address: 980 Montecito, Suite 205
Corona, CA 92879

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.**

- II. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.**



Project Approach

IDS has developed and implements into each of its projects a coordinated integrated project delivery method for each project from conception through completion. This approach engages the City of Perris' city representatives, stakeholders, the community, user groups, and gym participants. Each group plays an integral role in the project by participating in collaborative, open communication design processes to seek efficiencies that achieve the ideals, milestones, objectives, schedule, budget, and overall project goals. This is accomplished by the implementation of the Architectural Principal's involvement throughout every phase of the project, including programming, development, consultant coordination, constructability, BIM/Revit Modeling, graphics, city processing, entitlement, quality assurance, quality control, documentation, and value engineering phases.

The following itemized list highlights many of the key services performed for the City of Perris partners during the concept design phase that ensures that the IDS project team will follow up and will follow through to achieve the confirmed project's objectives and goals:

- Review and analysis existing documents (if available) and surveys.
- Provide a concise and complete Project Schedule inclusive of all disciplines and participants.
- Assess existing conditions, identifying California Building Code compliant issues, accessibility, sustainability and to provide design options and alternatives based on the City's Planning Guidelines.
- Validate the existing infrastructure conditions of the site during all phases to understand the challenges in direct conjunction with the project, and document them accordingly.
- Review As-Built Documentation (if available) of the existing project's Building Systems, Common Use Spaces, Site Layout and Conditions for functionality, adjacencies, and accessibility.
- Schedule a series of meetings with City Representatives, Staff, user groups, and stakeholders to confirm proposed program uses and support space requirements.

Architectural-Engineering Services

IDS will support successful completion of the project by providing the following services throughout the duration of the project as follows.

A. Concept Design

The Concept Design process starts with a site visit and design charette, as necessary that involve members of the City and IDS. IDS will then develop alternative "high level" creative design solutions (concepts) and present them to the City for review and feedback. The following concept design tasks include:

- a. Perform field review and investigations, evaluate existing conditions, research existing plans and records, and meet with the City to define the project scope and objectives.
- b. Assess existing building interior and site conditions.
- c. Document and evaluate utilities, circulation, existing and future planting, subsurface conditions for drainage, and parking.
- d. Document and evaluate utilities, circulation, existing and future planting, subsurface conditions for drainage, and parking.



- i. Conduct all approved topographic and property surveys and combine with available topographic surveys to create base maps for the project.
- j. Conduct all approved geotechnical investigations necessary for project construction.

Concept Design Deliverables

1. Presentation quality plans, sections, elevations and renderings of all design options including final concept design.
2. Supporting diagrams, sketches and illustrations supporting the concept design options.

B. Schematic Design

Based upon the selected Concept Design, IDS will commence with the project's Schematic Design

Schematic Design Deliverables:

1. Narrative describing overall project, intended goals, uses and visitor experience.
2. Comprehensive site/landscape concept plan for all elements.
3. Program that articulates individual components of each project, including plant material, hardscape materials, square footages, etc.
4. Dimensioned architectural and structural floor plans, sections and elevations of proposed building structures.
5. Description, narrative, sketches and/or reference materials for design elements.
6. Design or narrative describing mechanical, lighting and other elements not identified in the drawings.
7. Construction cost estimate (based on volume/size/areas).
8. Timeline for completion.

C. Design Development

Based upon the City approved Schematic Design documents, IDS will prepare, for review and approval by the City and other local approval agencies, the Design Development documents. The design intent during this phase of the project will be to develop the building design interior and infrastructure character.

- a. Architectural and Landscape plans, schematics, sections and elevations, typical construction details, and specifications that identify major materials and systems.
- b. Consultant coordination
- c. Submittals to governing agency for approvals, as necessary.

Mechanical Engineering & Plumbing/Title 24

- Include existing HVAC systems (as approved).
- Include existing water service meters (1-domestic, 1-irrigation; as approved).



Electrical Engineering

- Electrical Site Plan (new landscaped exterior lighting).
- Electrical Floor Plan (interior lighting at multipurpose room).
- New light fixture schedule.
- Security System (Expansion of the existing system)
- Photometrics
- Location of existing panels, switchgear, meters
- Details
- Notes, specifications

Civil Engineering

- Obtain plans of all existing utility facilities.
- Identify and precisely locate all utilities (both underground and overhead).
- Coordinate all work with respective utility companies to determine locations and depths of facilities for design purposes.

Structural Engineering

- Dimensioned structural plans, sections and elevations of proposed building structures along with typical details and specifications.

D. Construction Documents

Based upon the City approved Design Development documents, IDS will prepare the construction documents for approval from the City and other local approval agencies. The construction documents package will include drawings, details and specifications.

- a. Prepare construction documents for plan review, permit, and construction.
- b. Prepare complete project specifications.
- c. Update Construction Cost Estimate.
- d. Consultant Coordination
- e. Schedule meeting(s) to attain City comments. Revise construction documents as necessary.
- f. Submit to the City and other local agencies having jurisdiction (AHJ) for approval.
- g. Ensure plans and specifications comply with all applicable governmental and professional standards.
- h. Develop a project construction schedule.

E. Approval Process and Permitting

IDS will assist the City with filing documents required for the approval of governing agencies having jurisdiction over the project, as follows:

- a. Submittal of plans to governing agencies having jurisdiction.
- b. Address plan check comments.



F. Bid and Construction Administration

Based on the City approved construction documents, IDS will coordinate with the awarded contractor and provide Construction Administration services described below:

- a. Prepare Bid Invitation and Bid Review.
- b. Provide Construction kick-off meeting to review Construction Documents, Design Intent, Construction Schedule of Values, and Construction Schedule.
- c. Monitor construction progress per the City approved plans and specifications.
- d. Attend and assist with preconstruction conferences.
- e. Attend weekly construction meetings to track construction progress and cost.
- f. Perform periodic site inspections.
- g. Review and provide input to Contractor's Requests for Information (RFI) where such information is not available to the Contractor from a careful study and comparison of the prepared Construction Documents, Field Conditions, other City-provided information, Contractor-prepared coordination Drawings, or prior project correspondence or documentation.
- h. Maintain a record of Requests for Information (RFI) when properly prepared.
- i. Review shop drawings and material samples for the limit purpose of checking for consistency with the City and IDS approved aesthetic design intent.
- j. Maintain a record of shop drawings and material samples submitted to IDS.
- k. Review and provide recommendations for submitted Change Order Request and contractor pay applications on behalf of the City for consistency with project goals and objectives.
- l. Maintain a record of shop drawings and material samples submitted.
- m. Issue Design Supplemental Instructions with any updates required.
- n. Provide a final set of mylar as-builts and an electronic copy for City record.
- o. Issue Design Supplemental Instructions with any updates required.

QUALITY ASSURANCE / QUALITY CONTROL

Our program requires the review of all engineering-architectural work by a QC Manager, who is qualified in these types of reviews. The main objective of this program is to satisfy the City's expectations for quality work from our design team and to limit the exposure of the City to problems that may arise during construction. The QC Manager and will be in continuous contact with our project manager throughout the progress of the assessment and design.

Our practice stresses response to project requirements, adherence to applicable codes and regulations, developing work products consistent with standards prevailing in the profession, and producing reports conforming to our established in-house standards.

Throughout the course of the project, our Project Manager will be in continuous contact with our team members to ensure efficient use of the capabilities of the entire team. The QC Manager will interact frequently with the City's core group to ensure that we understand the requirements and preferences and to assure adherence to the project schedules and deliverables in a timely manner.

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.**

EXHIBIT D
SCHEDULE OF PERFORMANCE

- I. **Consultant shall perform all services and deliver all work products timely in accordance with the schedule described in Consultant's Proposal and attached hereto.**

ATTACHMENT 3: IDS GROUP PROPOSAL

Due to size, the RFP and Proposals are available on file at the City Clerk's Office or at this link:

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



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

10.M.

MEETING DATE: November 12, 2024

SUBJECT: Consideration to award and approve a Professional Services Contract to and with IDS Group for professional architectural services for the Rotary Park Lighting Project located at 1491 South A Street, Perris, CA 92570 in the amount of \$93,721 with a 12-month term.

REQUESTED ACTION: That the City Council 1) Award and approve a Professional Services Contract to and with IDS Group for a total contract amount of \$93,721 for professional architectural services of the Banta Beatty Park Project; 2) Authorize 10% of the Contract Amount for Design Contingency; and 3) Authorize the City Manager to execute the professional services contract and all project related documents, subject to City Attorney approval as to form.

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

BACKGROUND/DISCUSSION:

City staff has proposed lighting improvements for Rotary Park as there is currently no lighting for the sports field, pickleball and basketball courts. The park is comprised of six parcels owned by the Perris Union Highschool District and the City of Perris (see "Attachment 2"). Staff has coordinated with Perris Union High School District regarding the park lighting upgrades and has received approval from the school district to proceed with park improvements. Staff solicited proposals from qualified firms to develop electrical plans, which require geotechnical and topographical survey, and coordination with MUSCO and Southern California Edison, as well as structural, electrical and civil engineering review. Subsequently, two bids were submitted, with IDS Group as the lowest responsive bidder in the amount of \$93,721.

IDS Group presents ample experience working with municipalities and counties, provides specialized in-house professional services such landscape and structural architects, as well as civil, mechanical electrical and structural engineering. The firm's professional qualifications, specialized internal services, and relevant experience will help assess and streamline the design process for the project. IDS Group has 30 years of experience and presented a clear understanding of the project scope and deliverables (see "Attachment 4").

At this time, staff is recommending that the City Council award a Professional Services Contract to IDS Group, for a total bid among of \$93,721 for the professional architectural services of the Rotary Park Lighting Project; authorize a 10% (9,372) of the bid among for design contingency; and authorize the City Manager to execute the professional services contract and all project related documents, subject to City Attorney approval as to form.

BUDGET (or FISCAL) IMPACT: Costs associated with the proposed contract for professional architectural services by IDS Group in the amount of \$93,721 plus 10% contingency (\$9,372), totaling \$103,093 will be covered by approved Capital Improvement Project Budget (CIP# P060).

Prepared by: Martin E. Martinez, Management Analyst

REVIEWED BY:

Assistant City Manager: MB

Assistant City Manager: ER

Director of Finance: MS

Attachments:

- 1: Project Location
- 2: Rotary Sports Park – Area of Ownership
- 3: Professional Services Contract Agreement
4. IDS Group Proposal

Consent: X

Public Hearing:

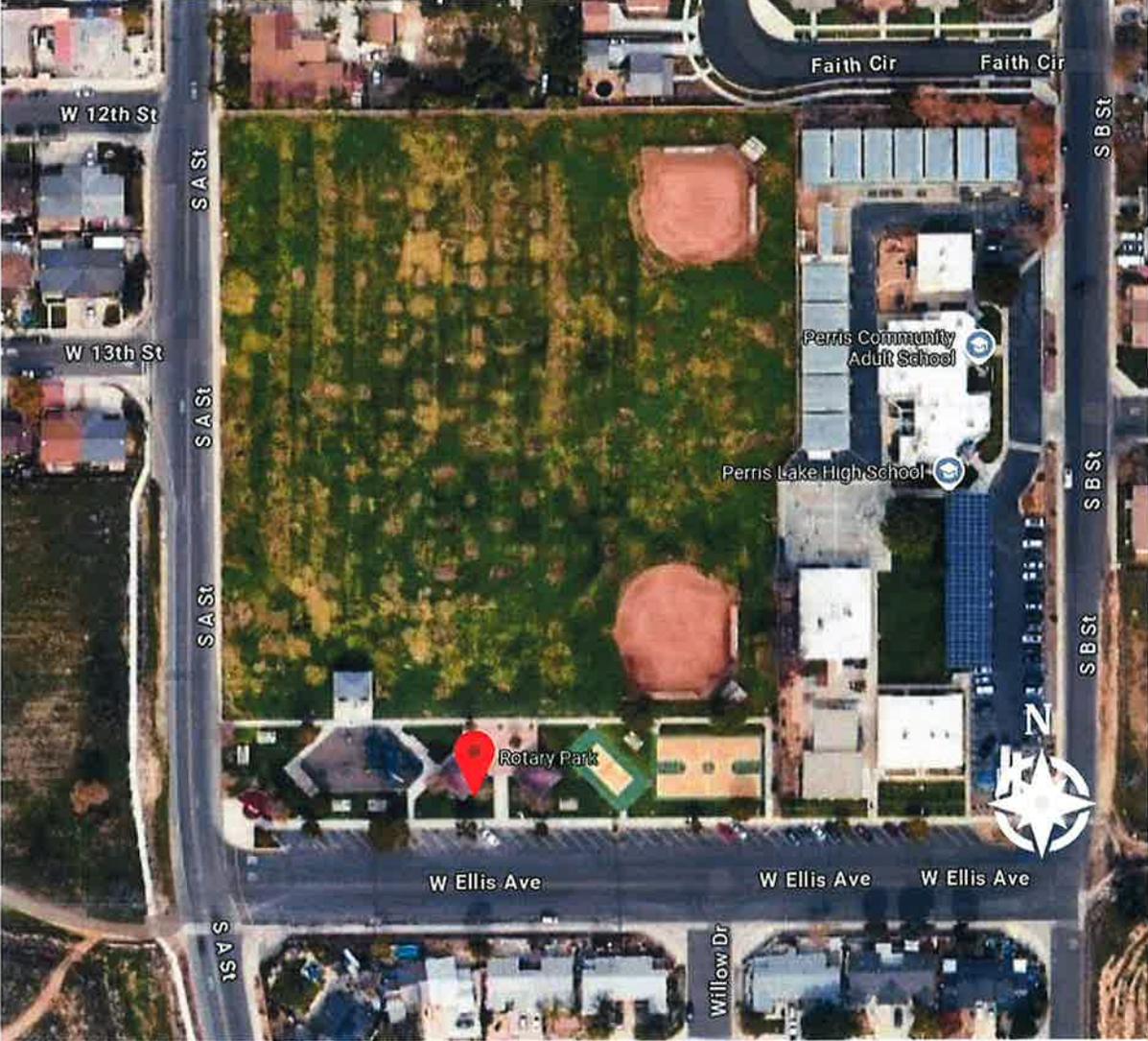
Business Item:

Presentation:

Other:

ATTACHMENT 1: PROJECT LOCATION

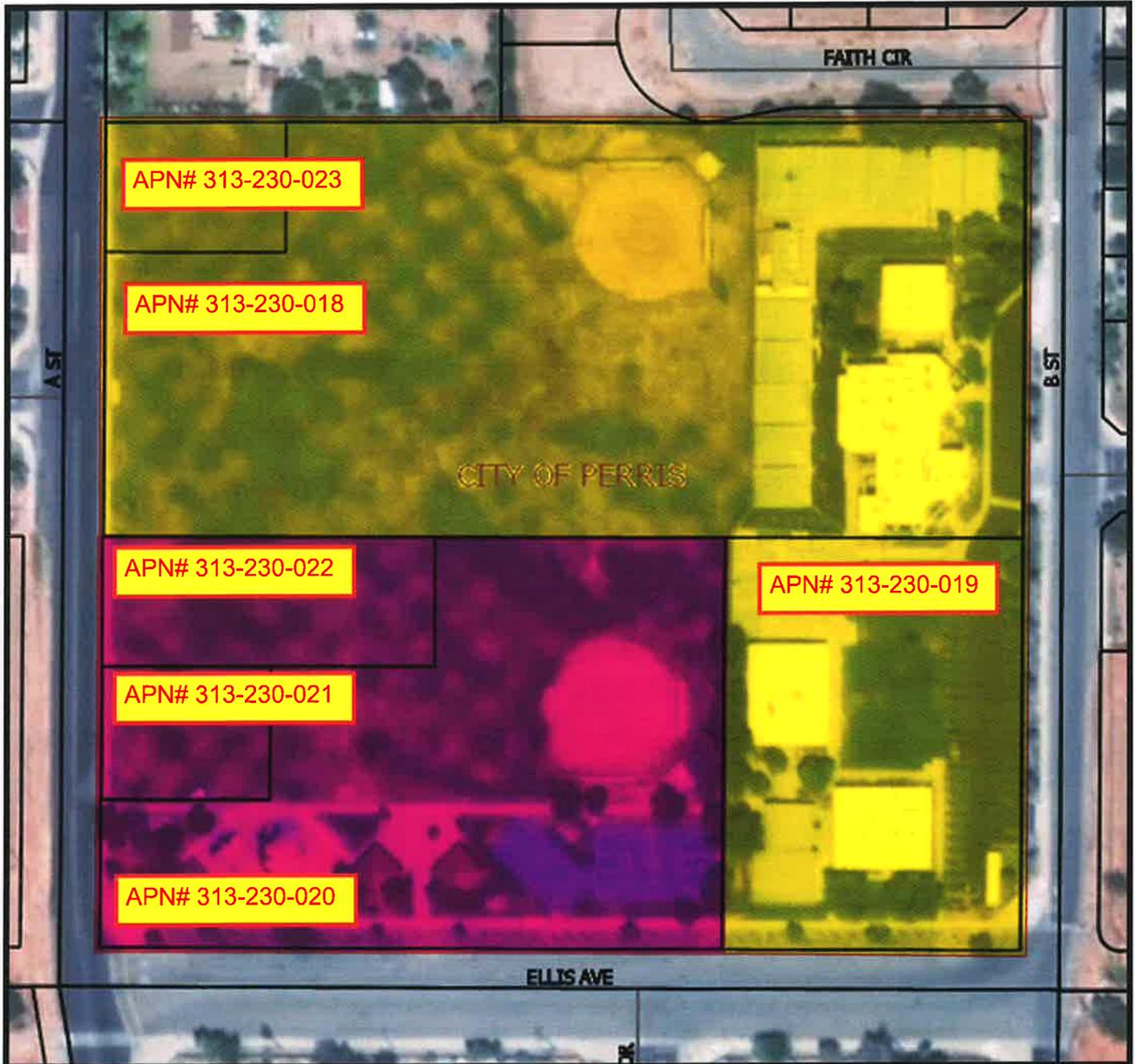
Project Location



Rotary Park

**ATTACHMENT 2:
ROTARY SPORTS PARK – AREA OF
OWNERSHIP**

CITY OF PERRIS ROTARY PARK



NOTE:

OWNED BY PERRIS UNION HIGH SCHOOL DISTRICT (YELLOW HIGHLIGHT)
OWNED BY THE CITY OF PERRIS (PURPLE HIGHLIGHT)

**ATTACHMENT 3:
PROFESSIONAL SERVICES CONTRACT
AGREEMENT**

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
IDS GROUP**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into this 12 day of November, 2024 by and between CITY OF PERRIS, a California municipal corporation (“**City**”) and IDS Group, a California Architecture-Engineering Consulting Firm (“**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 One Hundred and Three Thousand Ninety Three Dollars (\$103,093) (“**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 November 30, 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 Said Hilmy (Principal, 949-387-8500 and Said Hilmy@idsgi.com), 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 the City’s City Manager (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:
IDS Group, a California Architecture-Engineering Consulting Firm

By: _____
Name: Said Hilmy
Title: Principal

By: _____
Name: _____
Title: _____

Address: 980 Montecito, Suite 205
Corona, CA 92879

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.**

- II. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.**

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.**

EXHIBIT D
SCHEDULE OF PERFORMANCE

- I. **Consultant shall perform all services and deliver all work products timely in accordance with the schedule described in Consultant's Proposal and attached hereto.**

ATTACHMENT 4: IDS GROUP PROPOSAL

October 18th, 2024

Sabrina Chavez
Director of Public Services
Public Services Department – City of Perris
101 North D Street
Perris, CA 92570

Subject: Request For Proposal - Architectural and Engineering Services for:
City of Perris – Rotary Sports Park – Field Lighting Improvements

Dear Ms. Chavez and Members of the Selection Committee:

IDS Group, Inc. (IDS) is pleased to submit our professional services proposal for architectural and engineering design services for the **Rotary Sports Park – Field Lighting Improvements** project located at 1491 South A Street, in the City of Perris.

This proposal includes the following services: Architectural, Structural Engineering Review, Electrical Engineering, and Civil Engineering Survey Review services for the installation of (10) new sport field lighting poles with lights and pre-cast concrete bases as shown on the provided MUSCO lighting system layouts dated September 6th, 2023.

PROJECT UNDERSTANDING:

There is currently no lighting at Rotary Sports Park for the sports field, pickleball and basketball courts. Perris Lake High School is located adjacent and east of the park with residences toward the north.

The RFP proposal is to provide the following:

- Construction drawings per provided MUSCO specifications
- Design new lighting suitable for the sports field and courts
- Geotechnical Investigation and Topographic Survey
- Electrical Plans and Photometric Study
- Meetings and coordination with city staff and MUSCO
- Provide Project Construction Cost Estimate at 100% Design Development and 100% Construction Document Phases
- Provide Bidding and Construction support

CITY OF PERRIS ROTARY PARK



Exhibit 1: The City of Perris Rotary Sports Park - Area of Ownership

IDS shall meet with city staff and develop final designs; prepare plans, specifications, and construction cost estimates, and provide design support during construction.

IDS will provide architectural and engineering design services to include Design Development, Construction Documents, Processing (Plan Check), Bidding Assistance, Construction Administration Services, Consultant Coordination, and Agency Coordination.

SCOPE OF DESIGN SERVICES:

Our scope of services consists of providing architectural and engineering design and construction administration services in support of the project's intended work, according to the following:

- Conduct a site visit to document existing electrical systems and capacity regarding the new sports lighting.
- Attend (2) design meetings with the City's project team as needed.
- Provide required electrical engineering consulting services supporting the City's proposed scope of work.
- Provide biddable construction documents.
- Coordination with the light manufacturer for all electrical load and control equipment requirements.

50% Construction Document Phase

- Conduct a field review of the existing site conditions and electrical infrastructure.
- Convert existing drawings to CAD format.
- Provide Code analysis and design describing our findings and laying out options.
- Prepare preliminary Design Documents showing proposed electrical sources and sports lighting locations for two baseball fields and one soccer field.
- Prepare 50% Construction Documents, which is to incorporate the City's preliminary design comments, and submit them to the City for review.
- Prepare and submit a construction cost estimate.

100% Construction Documents/Plan Review Phase

- Prepare 100% CD incorporating all the City's 50% CD comments and other revisions and submit to plan review agencies with jurisdiction over the project for their comments and approval.
- Construction plans will include:
 - Electrical notes and details.
 - Circuiting, wire, conduit, and pull boxes.
 - Single line diagram and load schedules.
 - Structural details and calculations for sports lighting poles (provided by the sports lighting manufacturer.)
 - Structural calculations for new electrical service equipment.
- Prepare and submit a construction cost estimate.
- Provide technical support during plan check submittal and review through permit ready to issue. Revise documents as required.
- Incorporate plan check corrections into the final/ approved Construction Documents' drawings and specifications.
- Assistance with bidding through the answering of bid questions.

DSA Review

- DSA submittal.
- DSA review meetings.
- General coordination.

Electrical Service Upgrade

- SCE coordination for new main electrical service to provide existing and new electrical equipment capacity.
- The electrical design for backfeeding the existing electrical service distribution equipment.
- Coordination with the City for required forms.

Construction Assistance

- Answer RFI's.
- Shop drawing review.
- As-built plans
- Project Closeout

Exclusions and Assumptions

- The City will provide available as-built electrical drawings for our use.
- Design of new or upgrade of existing emergency systems is excluded.
- PA and security camera design or infrastructure are excluded.
- All electrical design work not described in the scope of work is excluded.
- Disabled access compliance review or design is excluded.
- Design work within the existing buildings is excluded.
- Plan check submittal and permit fees are not included in our fee.
- Additional design work due to Value Engineering/Peer Review is excluded.
- Remedial permit approvals for work previously performed and for which no record of a permit is available are excluded.
- This proposal does not include equipment for accessing elevated floors, work areas, equipment, etc. The client will provide lifts and ladders for site inspection as needed.
- The lighting manufacturer will perform the lighting equipment and system commissioning.
- Landscape Architectural services are excluded.

COMPENSATION:

IDS proposes compensation be the stipulated sum of sixty-five thousand, seven hundred and twenty-one dollars (**\$65,721.00**) for the services listed. Additional services will be provided upon request.

Architectural:	\$13,400
Structural Engineering Review:	\$5,000
Electrical Engineering:	\$37,501
Civil Engineering Survey Review:	\$8,070
Cost Estimating:	\$1,750
TOTAL:	\$65,721

Geotechnical Investigation:	\$17,000
Topographic Survey:	\$11,000

Thank you for the opportunity to submit this proposal for your consideration.

Sincerely,

IDS Group, Inc.



John Silber, AIA
Principal Architect

CC: Dr. Said Hilmy, Principal
IDS Group

Bradley Mansfield, AIA, Assoc. Principal
IDS Group Architecture

APPENDIX A:

FEE SCHEDULE



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

10.N.

MEETING DATE: November 12, 2024

SUBJECT: Consideration to adopt Proposed Resolution Numbers (next in order) approving the Establishment of the City of Perris Motlagh Scholarship Foundation

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AND ESTABLISHING THE FORMATION OF THE MOTLAGH SCHOLARSHIP FOUNDATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE PROVISION OF CITY RESOURCES AND FUNDING FOR CONTRIBUTION MATCH OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) TO THE MOTLAGH SCHOLARSHIP FOUNDATION AND APPROVES SUCH SPECIFIED CONTRIBUTION MATCH OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) TO THE MOTLAGH SCHOLARSHIP FOUNDATION

REQUESTED ACTION: To adopt the Proposed Resolution Numbers (next in order) approving the Establishment of the City of Perris Motlagh Scholarship Foundation.

CONTACT: Sabrina Chavez, Director of Public Services

BACKGROUND/DISCUSSION:

In August 2024, Public Services staff was directed to develop criteria guidelines for the Motlagh Scholarship Foundation (the "Foundation"), to be administered by the City of Perris (the "City"). The Foundation proposes to provide scholarships to graduating high school students pursuing a college education in engineering, sciences, or a related field. The City is dedicated to promoting higher education and is aligned with the overall mission to contribute to the wellbeing of all Perris students who are committed to investing in their education for a brighter future.

The proposed Foundation would be established through a new non-profit under the City with an initial donation contribution of \$100,000 by Mr. Habib Motlagh, a proposed City match of \$100,000 from General Funds Reserves, and thereafter sustaining the Foundation through community benefit sponsorship contributions. The Foundation would include a five-person board

structure consisting of the Mayor, one Councilmember, Mr. Habib Motlagh or Motlagh family member, and two community members appointed by the Mayor and Councilmember (the "Board"). The City Manager would be designated as the Executive Director and Public Services staff will manage the implementation of the Foundation. Eligibility criteria stated in the guidelines for scholarship consideration requires:

- 1) Graduating twelfth grade high school students or students transferring from a two-year postsecondary institution also referred to as a Community College residing in incorporated Perris;
- 2) Majoring in engineering, sciences, or related fields;
- 3) Minimum weighted 3.50 grade point average (GPA) or above;
- 4) Pursuit of a four-year degree from an accredited college or university following high school graduation or transfer student;
- 5) Proof of enrollment and registration to an accepted college or university; and
- 6) Students who are related to a member of the board of directors of the Motlagh Scholarship Foundation are not eligible to apply for or receive scholarships awarded by the Motlagh Scholarship Foundation.

Additional scholarship details including the application, eligibility criteria, scholarship award criteria, applicant checklist, interviews, awarding of scholarship, eligible expenditures, disbursement of funds, scholarship timeline, and questions and answers can be found in the Foundation guidelines (see Attachment 1). Public Services staff will review and screen submitted applications and provide eligible applications to the Board for review and interviews, prior to approval and final selection. Upon selection, scholarship recipients will be notified and recognized at a City Council meeting. Staff researched several cities for the development of the scholarship foundation guidelines and criteria including City of Vernon, City of Irwindale, City of Azusa, and City of La Mirada.

On September 18, 2024, staff presented the proposed Motlagh Scholarship Foundation to the Ways and Means Committee for discussion and directed staff to proceed with City Council consideration to appropriate \$100,000 from the General Fund Reserves for the City's match contribution, establish a non-profit public benefit corporation 501(C)(3), and develop social media promotional material and designated City webpage to support the ongoing implementation of the Foundation.

On October 8, 2024, staff presented the proposed Motlagh Scholarship Foundation to the City Council for discussion and the City Council approved to appropriate \$100,000 from the General Fund Reserves for the City's match contribution, establish a non-profit public benefit corporation 501(C)(3), and develop social media promotional material and designated City webpage to support the ongoing implementation of the Foundation. Additionally, City Council recommended the following changes: 1) The Mayor and Councilmember to each appoint one community member, 2) and add to the guidelines that family members of participating Board members are not eligible for a scholarship from the Motlagh Scholarship Foundation.

The application for the Foundation to receive a tax-exempt status from the Internal Revenue Service (IRS) can take seven to nine months to process. While the application is in process, the City can still proceed with the establishment and implementation of the Foundation, as the tax-exempt status of the Foundation will be retroactive to when the Foundation was established.

It is recommended that the City Council adopt the proposed Resolution Numbers (next in order), approving the (1) adoption of the establishment of the Motlagh Scholarship Foundation and approving the Articles of Incorporation, Bylaws and the Guidelines, subject to any changes approved to by the City Manager on behalf of the City, and the (2) finding that the City's staff resources and contribution match of \$100,000 serves the legitimate public purpose of supporting the Foundation's mission to provide scholarships to graduating high school students from the City pursuing a higher education, and appropriating a City match contribution of \$100,000 from the City's General Reserve Funds to the Foundation.

The Articles of Incorporation, Bylaws and Guidelines are subject to approval by the City Manager in order to establish the Foundation. Upon establishment of the Foundation, the Board of Directors of the Foundation may amend the (1) Bylaws, with the exception of specified sections, pursuant to Article XIII of the Bylaws; and (2) the Guidelines, pursuant to Section I of the Guidelines.

BUDGET (or FISCAL) IMPACT:

If the Proposed Resolution Numbers (next in order) are adopted, the City-match of \$100,000 to the Motlagh Scholarship Foundation, will be appropriated from the City's fiscal year 2024/2025 General Fund Reserves. Existing staff resources will be utilized for the management and implementation of the Foundation.

Prepared by: Marilyn Flores, Program Coordinator

REVIEWED BY: Crystal Lopez, Public Services Manager

Assistant City Manager: MS

Assistant City Manager: ER

Director of Finance: MS

Attachments:

1. Resolution Establishing the Motlagh Scholarship Foundation
2. Resolution Finding Public Purpose and Approving Contribution Match

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

**ATTACHMENT 1:
RESOLUTION ESTABLISHING THE
MOTLAGH SCHOLARSHIP
FOUNDATION**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AND ESTABLISHING THE FORMATION OF THE MOTLAGH SCHOLARSHIP FOUNDATION

WHEREAS, the City Council (the “City Council”) of the City of Perris (the “City”) is dedicated to supporting its residents and promoting higher education; and

WHEREAS, former City Engineer, Habib Motlagh has generously offered a donation of one hundred thousand dollars (\$100,000) to provide scholarships to graduating high school students within the City and inspired the need to form a non-profit dedicated to this worthy cause; and

WHEREAS, the City Council desires to form a tax-exempt Nonprofit Public Benefit Corporation for the purpose of providing scholarships to graduating high school students pursuing a college education in engineering, sciences, or a related field; and

WHEREAS, such purpose is an exempt purpose under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the City desires that such Nonprofit Public Benefit Corporation shall be called the “Motlagh Scholarship Foundation” (the “Foundation”); and

WHEREAS, the City Council desires to approve the Articles of Incorporation of the Foundation in order to form the Foundation; and

WHEREAS, the City Council desires to direct and authorize City staff to take such other actions necessary to form the Foundation and obtain tax-exempt status for the Foundation; and

WHEREAS, the City Council desires to appropriate sufficient funds for filings necessary to obtain non-profit tax-exempt status for the Foundation, including filings with the Secretary of State, the State Attorney General, Franchise Tax Board and Internal Revenue Service, among others.

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

Section 1. That the recitals set forth hereinabove are true and correct in all respects.

Section 2. The City Council hereby approves the formation of a Nonprofit Public Benefit Corporation to be known as the “Motlagh Scholarship Foundation.”

Section 3. The City Council hereby approves the Articles of Incorporation of the Motlagh Scholarship Foundation in the form attached hereto (Exhibit “A”), including changes and additions as agreed to by the City Manager on behalf of the City. The City Council hereby

directs the City Manager to execute the Articles of Incorporation as on behalf of the City, and directs the City Manager to file the Articles of Incorporation with the Secretary of State, and with other state or federal agencies, as needed.

Section 4. The City Manager, or his or her designee, is hereby authorized and directed to do any and all tasks necessary to carry out, perform, implement, and consummate the tax-exempt application process of the Foundation, including but not limited to filing all state and federal tax-exempt applications with the Secretary of State, the State Attorney General, Franchise Tax Board and Internal Revenue Service, among others.

Section 5. The City Council hereby approves the Bylaws for the Foundation in the form attached hereto as Exhibit “B,” subject to any changes approved to by the City Manager.

Section 6. The City Council hereby approves the Guidelines of the Foundation in the form attached hereto as Exhibit “C,” subject to any changes approved to by the City Manager.

Section 7. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 8. The City Manager, or his or her designee, is authorized to carry out all necessary and appropriate acts to carry out this Resolution.

Section 9. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

ADOPTED, SIGNED and APPROVED this 12th day of November, 2024.

Mayor, Michael Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of November, 2024, by the following called vote:

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

City Clerk, Nancy Salazar

Exhibit A

Articles of Incorporation

[See Attached]

ARTICLES OF INCORPORATION
OF
MOTLAGH SCHOLARSHIP FOUNDATION
a California Nonprofit Public Benefit Corporation

Article I.

The name of this corporation is MOTLAGH SCHOLARSHIP FOUNDATION.

Article II.

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for public and charitable purposes.

B. The specific and primary purpose of this corporation is to support the City of Perris and the residents of the City of Perris by providing scholarships to graduating high school students pursuing a college education in engineering, sciences, or a related field. The City of Perris is dedicated to promoting higher education and is aligned with the overall mission to contribute to the wellbeing of all Perris students who are committed to investing in their education for a brighter future.

Article III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Nancy Salazar, CMC
City Clerk, City of Perris
101 N. D Street
Perris, California 92570

Article IV.

The initial street and mailing address for this corporation is:

101 N. D Street
Perris, California 92570

Article V.

A. Notwithstanding any provision contained in these Articles or in any other governing instrument of this corporation, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("Code") or the corresponding provision of any future United States internal revenue law, or (b) by a corporation contributions to which are deductible under Section

170(c)(2) of the Code or the corresponding provision of any future United States internal revenue law.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office, or for or against any cause or measure being submitted to the people for a vote.

C. Notwithstanding any provision contained in these Articles or in any other governing instrument of this corporation, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

Article VI.

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member hereof or to the benefit of any private person, except that this Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all of its debts and liabilities shall be distributed to a nonprofit fund, foundation or corporation designated by the Board of Directors of this corporation which is organized and operated exclusively for charitable, cultural, recreational or educational purposes and which has established its tax exempt status under Section 501(c)(3) of the Code or the corresponding provision of any future United States internal revenue law.

Article VII.

Notwithstanding any provision contained in these Articles or in any other governing instrument of this corporation, this corporation is required to distribute its income for each taxable year at such times and in such manner as not to subject this corporation to tax under Section 4942 of the Code or the corresponding provision of any future United States internal revenue law. In addition, this corporation shall not, during any period and to the extent that it is a private foundation described in Section 509 of the Code or the corresponding provision of any future United States internal revenue law: (a) engage in any act of self-dealing as defined in Section 4941(d) of the Code; (b) retain any excess business holdings as defined in Section 4943(c) of the Code; (c) make any taxable expenditures as defined in Section 4945(d) of the Code; or (d) make any investments in such manner as to subject the corporation to tax under Section 4944 of the Code or the corresponding provision of any future United States internal revenue law.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ARTICLES OF INCORPORATION]

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

Dated: _____

Clara Miramontes
Perris City Manager/Incorporator

Exhibit B

Bylaws

[See Attached]

**BYLAWS
OF
MOTLAGH SCHOLARSHIP FOUNDATION,
a California Nonprofit Public Benefit Corporation**

**BYLAWS
OF
MOTLAGH SCHOLARSHIP FOUNDATION,
a California Nonprofit Public Benefit Corporation**

**ARTICLE I
NAME**

The name of this corporation shall be MOTLAGH SCHOLARSHIP FOUNDATION.

**ARTICLE II
PRINCIPLE OFFICE OF THE CORPORATION**

The principal office for the transaction of the activities and affairs of this corporation is located at Perris City Hall, 101 N. D Street, Perris, California 92570. The board of directors may change the location of the principal office.

**ARTICLE III
PURPOSES AND OBJECTIVES: LIMITATIONS**

Section 1. Specific Purpose. The specific and primary purpose of this corporation is to support the City of Perris and the residents of the City of Perris by providing scholarships to graduating high school students pursuing a college education in engineering, sciences, or a related field. The City of Perris is dedicated to promoting higher education and is aligned with the overall mission to contribute to the wellbeing of all Perris students who are committed to investing in their education for a brighter future. This corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 2. General Purposes. The general purposes and powers of this corporation are the following:

- (a) to receive, hold, and disburse gifts, bequests, devises, and other funds to advance the purpose and objectives of this corporation;
- (b) to own and maintain or to lease suitable real and personal property which is deemed necessary for the purpose and objectives of this corporation; and
- (c) to enter into, make, perform, and carry out contracts of every kind for any lawful purpose, without limit as to amount.

Section 3. Limitations. This corporation has been formed under the California Nonprofit Public Benefit Corporation Law (California Corporations Code Section 5110 *et seq.*) for the purposes and objectives described above.

This corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or the corresponding provision of any future United States internal revenue law, or (b) by a corporation

contributions to which are deductible under Section 170(c)(2) of the Code or the corresponding provision of any future United States internal revenue law.

No substantial part of the activities of this corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote.

This corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of its purposes and objectives described above.

ARTICLE IV CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member hereof or to the benefit of any private person. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all of its debts and liabilities shall be distributed to a nonprofit fund, foundation or corporation designated by the board of directors of this corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Code or the corresponding provision of any future United States internal revenue law.

ARTICLE VI MEMBERS

Section 1. Directors as Members. This corporation shall have no voting members within the meaning of the California Nonprofit Public Benefit Corporation Law. Any action that would otherwise require approval by a majority of all members or approval by the members shall require only approval of the board of directors, as authorized by Section 5310 of the California Nonprofit Public Benefit Corporation Law.

Section 2. Meetings. There shall be no meetings of members as such. The persons constituting the board of directors may, at any given time and from time to time, act in their capacity as members pursuant to Section I of this Article VI, at meetings of the board of directors held as provided in Section 5 of Article VII of these Bylaws.

ARTICLE VII DIRECTORS

Section 1. Powers.

(a) General Corporate Powers. Subject to the provisions of the California Nonprofit Public Benefit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws, the business and affairs of this corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the board of directors; provided, however, that in order to preserve the nonprofit, exempt-from-income-tax status of this corporation, neither the board nor any member thereof shall do any act, or authorize or suffer the doing of any act by an officer or employee of this corporation, on behalf of the corporation, which is inconsistent with the Articles or these Bylaws or the nonprofit purpose of this corporation. Any such act or acts shall be null and void.

(b) Specific Powers. Without prejudice to these general powers, and subject to the same limitations, the directors shall have the power to:

(i) Appoint and remove, at the pleasure of the board, all officers, agents, and employees of this corporation; prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation in a manner consistent with the Articles of Incorporation, and with these Bylaws.

(ii) Change the principal office from one location to another within the City of Perris, California; and designate any place within Riverside County, California, for the holding of any meeting or meetings.

(iii) Adopt, make, and use a corporate seal; and alter the form of the seal.

(iv) Establish and grant scholarships to individuals who meet the eligibility criteria set forth by the board of directors. The specific terms, conditions, and selection process for these scholarships shall be determined by the board of directors in accordance with the Motlagh Scholarship Foundation's mission and objectives.

(c) Limit on Dissolution. The Motlagh Scholarship Foundation may not be dissolved without the express authorization of the City Council of the City of Perris.

Section 2. Board of Directors. The authorized number of directors of the board shall be five (5). The board of directors shall be composed of the following:

- (a) The current Mayor of the City of Perris;
- (b) One sitting member of the City of Perris City Council;
- (c) One (1) Motlagh family member;

(d) Two (2) community representatives of the City of Perris, to be appointed by the Perris City Council and the Mayor of the City of Perris, and ratified by the Perris City Council.

All directors of the board shall be appointed by a majority vote of the City Council, and all vacancies on the board shall be filled by appointment by a majority vote of the City Council.

Section 3. Term, Removal, and Vacancy.

(a) Term of Office. Directors shall be appointed for a term of two (2) years, except that the length of the terms of each of the initial five (5) directors shall be staggered, as follows:

(i) The board of directors shall select the date of the annual meeting. The initial term of the two (2) community representatives shall be until the annual meeting in 2026.

(ii) The initial term of the Motlagh family member and the sitting City Council representative shall be until the annual meeting in 2027.

(iii) After that, each director shall have two (2) year terms.

(b) Number of Terms. Directors may serve any number of terms and such terms may be consecutive.

(c) Resignation. Any director may resign by giving written notice to the chair of the board or to the executive director or the secretary of the board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the board may elect a successor to take office as of the date when the resignation becomes effective.

(d) Removal. Directors of the board may be removed with or without cause. A director of the board, other than the councilperson, may only be removed from the board by a majority vote of the board. The councilperson may only be removed from the board by a majority vote of the City Council.

(e) Vacancies. Upon the expiration of their term, directors of the board shall retain their position on the board until their successor is appointed. Notwithstanding the previous sentence, if the councilperson on the board ceases to be a member of the Perris City Council for any reason, he or she shall automatically be removed from the board of directors, effective on the date that such person ceases to be a member of the City Council. Moreover, if a community representative board member ceases to be a City resident or affiliated with the City, such person shall be automatically removed from the board of directors, effective on the date of the triggering event. Further, if the member of the Motlagh family no longer desires to serve on the board of directors, such person shall be automatically removed from the board of directors, effective on the date of the triggering event, and the vacancy shall be filled by the next Motlagh family member, if no eligible Motlagh family members exist, then the vacancy shall be filled by a community representative of the City of Perris, appointed by the Mayor of the City of Perris.

Section 4. Leadership of the Board.

(a) Chair of the Board. The director of the board who is also a City councilmember shall be the chair of the board. The chair of the board shall preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him/her by the board of directors or prescribed by the Bylaws.

(b) Vice Chair of the Board. The vice chair of the board shall be elected by the board. The vice chair shall have a term as vice chair of two (2) years, except that the vice chair's initial term as vice chair shall expire on the annual meeting in 2026. A board member may serve any number of terms as vice chair and such terms may be consecutive. In the absence or disability of the chair of the board, the vice chair of the board shall perform all the duties of the chair of the board, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the chair of the board. To the extent the Vice Chair is a member of the Perris City Council, the term of such vice Chair shall end on the earlier of the (2) years and the term of such members service on the City Council. Any Councilmember replacing such board member shall serve as the Vice Chair until the remainder of the two year term.

Section 5. Directors' Meetings.

(a) Applicability of the Ralph M. Brown Act. All meetings of the board of directors of this corporation shall be subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950 *et seq.*) (the "Brown Act"). However, if any applicable provisions of these Bylaws are more stringent than those contained in the Brown Act, then the provisions in these Bylaws shall control.

(b) Regular Meetings. The board of directors shall schedule regular meetings of the board of directors at such time and place as determined by the board of directors. Meetings of the board of directors shall be held in the City of Perris City Hall, unless otherwise determined by resolution of the board of directors or stated in the notice of meeting. Each year, the board of directors shall hold at least two (2) regular meetings, one (1) meeting at the beginning of the school year and one (1) in the Spring, to align with the scholarship season, at a time and place fixed by the board of directors. This meeting is sometimes referred to in these Bylaws as the "annual meeting."

(c) Special Meetings. Special meetings of the board of directors may be called at any time by the chair of the board or by a majority of the authorized number of directors of the board. Notice of special meetings shall be given in accordance with Section 54956 of the Government Code, as may be amended from time to time. Any waiver of notice of a special meeting shall be filed with the corporate records and made a part of the minutes of the special meeting.

(d) Quorum. A quorum shall be present when a majority of the authorized number of directors are present, except to adjourn. A quorum must be present in order for the board of directors to conduct business. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the more stringent provisions of the California Nonprofit Public

Benefit Corporation Law, including, without limitation, those provisions relating to (i) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

(e) Adjournment. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

(f) Notice of Adjournment. Notice of adjournment shall be given in accordance with Section 54955 of the Government Code, as may be amended from time to time.

Section 6. Compensation and Reimbursement. Directors and members of committees shall receive no compensation of any kind for their services as directors or officers. However, directors and officers may be reimbursed for expenses, as may be determined by resolution of the board to be just and reasonable.

Section 7. Conflict of Interest. Graduating high school students in the City of Perris who are related to a member of the board of directors—specifically, spouses, parents, children, siblings, or any other immediate relatives—are not eligible to apply for or receive scholarships awarded by Motlagh Scholarship Foundation. Directors must inform the board of directors of any graduating high school student who is a family member and intends to apply for a scholarship from the Motlagh Scholarship Foundation. The board of directors will assess any potential conflicts of interest to ensure compliance with this eligibility restriction.

Section 8. Liabilities. No director now or hereafter shall be personally liable for any indebtedness or liability of this corporation, and any and all creditors of this corporation shall look only to the assets of the corporation for payment.

ARTICLE VIII BOARD COMMITTEES

Section 1. Board Committees. The board of directors may establish one or more board committees, each consisting of no more than two (2) directors, to serve at the pleasure of the board. The board may designate one (1) or more directors as alternate members of any board committee who may replace any absent member at any meeting of the board committee. The board of directors may also appoint any number of persons who are not directors to serve at the pleasure of the board on any board committee, and said persons shall have a vote in the recommendation of the committee of which they are a member. The board of directors may adopt rules for the government of any board committee not inconsistent with the provisions of these Bylaws.

Section 2. Committee Member Selection. The chair of the board shall appoint committee members from the board, subject to confirmation by the board.

Section 3. Restrictions on Board Committees. A board committee shall have the power to make advisory recommendations to the board of directors regarding the subject matter of

its charge, but shall have no other power, and shall have no power to bind the board of directors or the corporation in any way or thing whatsoever.

ARTICLE IX OFFICERS

Section 1. Officers. The officers of this corporation shall be an executive director, a secretary, and a treasurer. Any number of offices may be held by the same person, except that neither the secretary nor the treasurer may serve concurrently as the executive director or chair of the board.

Section 2. Executive Director. The executive director shall be the City Manager of the City of Perris. Subject to such supervisory powers, if any, as may be given by the board of directors to the chair of the board, and subject to the control of the board of directors, the executive director shall generally supervise, direct, and control the business and the officers of the corporation. The executive director shall be the chief executive officer of the corporation. The executive director may designate deputies to assist him/her, as needed, and may also designate deputies to assist the secretary and the treasurer, as needed.

Section 3. Secretary. The secretary shall be the City Clerk of the City of Perris. The secretary shall attend to the following:

(a) Book of Minutes. The secretary shall keep or cause to be kept, at the principal office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at such meetings, the number of directors present or represented at directors' meetings, and the proceedings of such meetings.

(b) Custody of Articles and Bylaws. The secretary shall keep or cause to be kept, at the principal office of the corporation, a copy of the Articles of Incorporation and Bylaws, as amended.

(c) Notices, Seal, and Other Duties. The secretary shall give, or cause to be given, notice of all meetings of the board of directors, and of committees of the board, required by the Bylaws or by law to be given. The secretary shall keep the seal of the corporation, if any, in safe custody. The secretary shall have other powers and perform such other duties as may be prescribed by the board of directors or the Bylaws.

Section 4. Treasurer. The treasurer shall be the Director of Finance for the City of Perris. The treasurer shall attend to the following:

(a) Books of Account. The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of this corporation. The treasurer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the board. The books of account shall be open to inspection by any director at all reasonable times.

(b) Deposit and Disbursement of Money and Valuables. The treasurer shall (i) deposit or cause to be deposited all money and other valuables in the name and to the credit of this corporation with such depositories as may be designated by the board of directors, (ii) disburse the funds of this corporation as may be ordered by the board of directors, (iii) render to the executive director and directors, whenever they request it, an account of all transactions effected by the treasurer and of the financial condition of this corporation, and (iv) have such other powers and perform such other duties as may be prescribed by the board of directors or the Bylaws.

(c) Bond. If required by the board of directors, the treasurer shall give this corporation a bond in the amount and with the surety or sureties specified by the board of directors for faithful performance of the duties of such office and for restoration to this corporation of all its books, papers, vouchers, money, and other property of every kind in the possession or under control of the treasurer on such officer's death, resignation, retirement, or removal from office.

(d) Tax Filings. The treasurer shall prepare and file all necessary tax and financial documents on behalf of this corporation.

Section 5. Resignation or Removal of Officers. Resignation or removal from the position of City Manager, Deputy City Clerk, or Director of Finance shall be deemed resignation or removal from the position of executive director, secretary, or treasurer, respectively.

Section 6. Vacancies in Office. A vacancy in any office because of death, resignation, removal, or any other cause shall be filled in the manner designated by the City of Perris.

ARTICLE X

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

Section 1. Right of Indemnity. To the fullest extent permitted by law, this corporation shall indemnify any present or former director, officer, employee or other "agent" of the corporation, as that term is defined in Section 5238(a) of the California Corporations Code, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this Section, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

Section 2. Approval of Indemnity. On written request to the board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the board shall promptly determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the board shall authorize indemnification. If the board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the indemnification may be authorized by the court in which such proceeding is or was pending, pursuant to Section 5238(e) of the California Corporations Code.

Section 3. Advancement of Expenses. To the fullest extent permitted by law, expenses incurred by a person seeking indemnification under Sections 5238(b) or 5238(c) of the California

Corporations Code in defending any proceeding covered by those Sections shall be advanced by the corporation upon the request of such person and upon receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the corporation for those expenses.

Section 4. Insurance. The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer's, director's, employee's, or agent's status as such.

ARTICLE XI RECORDS AND REPORTS

Section 1. Maintenance of Corporate Records. The corporation shall keep:

- (a) Adequate and correct books and records of account; and
- (b) Written minutes of the proceedings of its board, board committees and community committees.

Section 2. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each of its subsidiaries. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

Section 3. Annual Report. The corporation shall cause an annual report to be sent to the directors within one hundred twenty (120) days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail, for the fiscal year:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year.
- (b) The principal changes in assets and liabilities, including trust funds.
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes.
- (d) The expenses or disbursements of the corporation for both general and restricted purposes.
- (e) Any information required by Section 4 below.

The annual report shall be accompanied by any report on it of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

This requirement of an annual report shall not apply if the corporation receives less than Twenty-Five Thousand Dollars (\$25,000.00) in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all directors who requests it in writing.

Section 4. Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall annually prepare and furnish to each director a statement of any transaction or indemnification of the following kind within one hundred twenty (120) days after the end of the corporation's fiscal year:

(a) Any transaction (i) in which the corporation, its parent, or its subsidiary was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than Fifty Thousand Dollars (\$50,000.00), or was one of a number of transactions with the same interested person involving, in the aggregate, more than Fifty Thousand Dollars (\$50,000.00). For this purpose, an "interested person" is either of the following:

(i) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

(ii) Any holder of more than ten percent (10%) of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

(b) Any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000.00) paid during the fiscal year to any officer or director of the corporation under Article X of these Bylaws.

ARTICLE XII GENERAL CORPORATE MATTERS

Section 1. Fiscal Year. The fiscal year of this corporation shall commence on July 1 and conclude on June 30.

Section 2. Checks, Drafts and Evidence of Indebtedness. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to this corporation, shall be signed or endorsed by both (i) the chair of the board or a vice chair of the board, and (ii) the treasurer of the corporation.

Section 3. Corporate Contracts and Instruments; How Executed. The board of directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of this corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no

officer, agent or employee shall have any power or authority to bind this corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 4. Policies. The Motlagh Scholarship Foundation shall be governed by the officially adopted policies of the City of Perris to the extent applicable, except to the extent that such policies conflict with these Bylaws or California Nonprofit Public Benefit Corporation Law. In the event of any conflict, these Bylaws and California Nonprofit Public Benefit Corporation Law shall govern.

Section 5. Parliamentary Procedure. The Motlagh Scholarship Foundation shall conduct meetings in accordance with the parliamentary procedures of the City of Perris.

ARTICLE XIII AMENDMENTS

New Bylaws may be adopted or these Bylaws may be amended or repealed by approval of the board of directors. Notwithstanding the above, Sections 1(c), 2, and 4(a) of Article VII, and Article IX, may not be amended, removed, or otherwise made ineffective without the express approval of the City Council of the City of Perris.

CERTIFICATE OF INCORPORATOR

I hereby certify that I am the Incorporator of the Motlagh Scholarship Foundation, a California nonprofit public benefit corporation, and that I adopted the above and foregoing Bylaws as the Bylaws of this corporation pursuant to my authority under California Corporations Code section 5134 on _____, 2024, and that they have not been amended since that date.

Executed on _____, 2024, at Perris, California.

Clara Miramontes, Incorporator

Exhibit C

Guidelines

[See Attached]



City of Perris

PUBLIC SERVICES DEPARTMENT

City of Perris Motlagh Scholarship Foundation Guidelines

1. Purpose of Foundation

The purpose of the Motlagh Scholarship Foundation is to provide funds to graduating high school students or students transferring from a two-year postsecondary institution also referred to as a Community College pursuing a college education in engineering, sciences, or a related field. The City of Perris is dedicated to promoting higher education and is aligned with the overall mission to contribute to the wellbeing of all Perris students who are committed to investing in their education for a brighter future. The granting of a sponsorship is evaluated according to the submitted completed application packet meeting eligibility criteria, requirements, conditions, and approval by the Motlagh Scholarship Foundation Board ("Board"). The Motlagh Scholarship Foundation Guidelines are subject to change as approved by the Board and all applications will be considered and reviewed on a case-by-case basis.

Completed application packets are due **March 31, 2025, by 11:59 PM (PST)**.

2. Mission Statement

The specific purpose of the Motlagh Scholarship Foundation, a California Nonprofit Public Benefit Corporation shall include without limitation, to provide scholarships to graduating high school students or students transferring from a two-year postsecondary institution also referred to as a Community College pursuing a college education in engineering, sciences, or a related field. The City of Perris is dedicated to promoting higher education and is aligned with the overall mission to contribute to the wellbeing of all Perris students who are committed to investing in their education for a brighter future.

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- A. Scholarship Award Criteria
- B. Applicant Checklist
- C. Scholarship Application Requirements
 - I. Personal Essay
 - II. Proof of Residency
 - III. Proof of College Acceptance
 - IV. Copy of Unofficial Transcripts
 - V. List of Extracurricular Activities
 - VI. List of Community Service Hours
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City of Perris

PUBLIC SERVICES DEPARTMENT

IX. Two (2) Recommendation Letters

- D. Interviews
- E. Awarding of Scholarship
- F. Eligible Expenditures
- G. Disbursement of Funds
- H. Scholarship Timeline
- I. Scholarship Q&As
- J. Appendix 1- Application Form
- K. Appendix 2- Activities Form

A. Scholarship Award Criteria

The applicant for sponsorship of funds ("Applicant") must meet all the following requirements, eligibility criteria, and conditions. Many factors will be considered when evaluating scholarship applicants. The scholarship criteria support the purpose of the Motlagh Scholarship Foundation, which is to provide scholarships to graduating high school students or students transferring from a two-year postsecondary institution also referred to as a Community College pursuing a college education in engineering, sciences, or a related field. The City of Perris is dedicated to promoting higher education and is aligned with the overall mission to contribute to the wellbeing of all Perris students who are committed to investing in their education for a brighter future.

To be considered for the scholarship, Applicants must meet all the following detailed criteria:

- A. Graduating 12th grade High School students or students transferring from a two-year postsecondary institution also referred to as a Community College residing in incorporated Perris city limits.
- B. Major in Engineering, sciences, or related field.
- C. Achievement of a minimum weighted 3.50 GPA or above.
- D. Pursuit of a four-year degree from an accredited College/ University within six (6) months of high school graduation.
- E. Proof of enrollment and registration accepted to college or university.
- F. Students who are related to a member of the board of directors of the Motlagh Scholarship Foundation are not eligible to apply for or receive scholarships awarded by the Motlagh Scholarship Foundation.

B. Applicant Checklist



City of Perris

PUBLIC SERVICES DEPARTMENT

Applicants of scholarship funds (“Applicant”) must submit all required documentation for scholarship fund consideration.

Applicant Checklist	
	Completed Application
	Personal Essay
	Proof of City of Perris Residency
	Proof of College Acceptance
	Proof of College Enrollment and Registration
	Copy of Unofficial Transcripts
	List of Extracurricular Activities
	List of Community Service Hours
	Employment Experience, if applicable
	List of Honors and Awards
	Two (2) Letters of Recommendation

C. Scholarship Application Requirements

The Applicant must meet all the following Motlagh Scholarship Foundation requirements, eligibility criteria, and conditions to be considered for scholarship funds. Applicants must complete and submit the following:

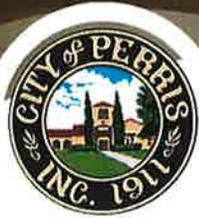
I. Personal Essay

Please provide an autobiographical statement as a separate attachment. In essay form, respond to the following prompts:

- Describe who or what has most influenced you to pursue a higher level of education and explain why.
- Share your career goals and why you chose your field of study.
- Share how your life experiences and education led you to pursue a higher level of education.
- Indicate why receiving The Motlagh Scholarship will assist you financially in achieving your academic goals.

Your essay must be submitted in the following format:

- Typed (12-point font)
- Double-spaced



City of Perris

PUBLIC SERVICES DEPARTMENT

- Times New Roman font
- Word count between 500 (minimum) to 1,000 words (maximum)

II. Proof of Residency

The Applicant must be a resident of the incorporated City of Perris and attend a school in the Perris Union High School District or the Val Verde Unified School District. Acceptable forms of proof include:

Documentation that identifies the applicant's name and address such as:

- California Identification
- Driver's License
- Bank Statement
- Or other documentation that identifies the applicant's name and address

III. Proof of College Acceptance

The Applicant must provide proof of college/ university acceptance, enrollment and registration. If you have not selected your final college/university of choice, please submit final selected college acceptance letters. If you are selected for a scholarship award, proof of acceptance, enrollment, and registration must be presented prior to the distribution of scholarship funds.

IV. Copy of Unofficial Transcripts

The Applicant must attach a copy of high school unofficial transcripts. Unofficial transcripts are utilized to verify weighted Grade Point Average achieved at the time of application submission.

V. List of Extracurricular Activities

Please complete the provided Activities Form. A minimum of three (3) activities in your school or community are required.

VI. Community Service Hours

Please complete the provided Activities Form. Applicant must have completed a minimum of (30) hours of community service between ninth (9th) grade and twelfth (12th) grade.

VII. Employment Experience



City of Perris

PUBLIC SERVICES DEPARTMENT

Please complete the provided Activities Form to list any employment experience, if applicable. Employment experience is not required for consideration of the Motlagh Scholarship award.

VIII. Honors and/or Awards

Please complete the provided Activities Form to list any honors and/ or awards.

IX. Recommendation Letters

Please submit two recommendation letters from teachers and/or mentors.

Recommendation letters should be completed by an individual who can effectively evaluate the qualities you possess as a student, volunteer, and/ or employee.

D. Interviews

The Applicant will be subject to an interview with the Motlagh Scholarship Foundation Board for final consideration of scholarship funds. Applicant(s) will be contacted for scheduling of interviews.

E. Awarding of Scholarship

Applicant(s) will be notified via email and mail of the granting of scholarship award. Recipients will be recognized at a City Council Meeting, with details to be provided upon award selection.

F. Eligible Expenditures

Eligible expenditures are listed below:

- Tuition and fees
- Room and board (or a housing and food allowance)
- Books and related supplies
- Transportation
- Loan fees

G. Disbursement of Funds

The Motlagh Scholarship Foundation adheres to the following options for disbursement and amount of scholarship funds subject to Board approval:

Option 1:



City of Perris

PUBLIC SERVICES DEPARTMENT

- Applicant must have a personal bank account. Funds can only be disbursed to applicant.
- Applicant must complete a W-9 form as required by the City of Perris.
- Scholarship funds are disbursed into one payment.
 - Prior to disbursement of funds, the Applicant must show proof of certified enrollment and proof of paid tuition from registrar.
- Please refer to Section F, "Eligible Expenditures," for allowable usage of scholarship funds.
- Disbursement of funds will be processed following submittal of all required documents. Disbursement of funds follows the City's NET30 payment policy and is subject to change.

Option 2:

- Disbursement of funds will be sent directly to college/ university.
 - Prior to disbursement of funds, the Applicant must show proof of certified enrollment and proof of paid tuition from registrar.
- Please refer to Section F, "Eligible Expenditures," for allowable usage of scholarship funds.

H. Scholarship Timeline

The following timeline is subject to change.	
January 1, 2025	Scholarship Applications Open
March 31, 2025	Scholarship Application Deadline
April 2025	Application Screening, Interviews, Board Approval, and Scholarship Selection
May 2025	Council Scholarship Recipient Recognition

I. Scholarship Q&A's

- **When are scholarships available? Where can I locate the scholarship?**



City of Perris

PUBLIC SERVICES DEPARTMENT

Scholarships will be available January 1, 2025 and can be found on the City webpage at www.cityofperris.org/publicservices.

- **When are scholarship applications due and where do I submit the application?**

Scholarship applications are due March 31, 2025. Students may submit their completed application packet via email at scholarships@cityofperris.org or in person at City of Perris, 101 North D St Perris, CA 92570, ATTN: Public Services.

- **How and when will the scholarship recipients be notified?**

Please refer to Section E, "Awarding of Scholarship." Scholarship recipients will be notified via email and mail.

- **How and when will the scholarship awards be disbursed?**

Please refer Section G, "Disbursement of Funds," for disbursement of funds.



City of Perris

PUBLIC SERVICES DEPARTMENT

APPENDIX I

City of Perris Motlagh Scholarship Foundation Application

The completed form with the required documents should be submitted to the City of Perris Public Services Department located at 101 North D St. Perris, CA 92570 or electronically to scholarships@cityofperris.org. Application submission does not guarantee granting of scholarship funds. **Applications are due March xxx 2025.**

Applicant Details		
First Name:	Last Name:	M.I
Date of Birth:	Contact Number: ()	G.P.A (unweighted):
Address (Street, City, State, Zip Code):		
Email Address:		
School Details		
High School or Community College:	Grade Level:	
College/ University Attending After University:		
Are you the first member in your immediate family to attend college <input type="checkbox"/> Yes <input type="checkbox"/> No		
<p>I confirm that I have reviewed the checklist and the submitted scholarship application includes all required materials for screening and consideration. Falsification of any information will result in scholarship disqualification.</p>		
Applicant Signature: _____		Date: _____
Applicant Name (Printed): _____		
<p>If Applicant is a minor/ under 18 years of age, Parent/ Guardian signature is required:</p>		
Parent/ Guardian Signature: _____		Date: _____
Applicant Name (Printed): _____		
Email Address: _____		Phone Number: (____) _____



City of Perris
PUBLIC SERVICES DEPARTMENT

APPENDIX II

**City of Perris
Motlagh Scholarship Foundation Activities Form**

Extracurricular Activities		
Name, Activity, Location	Date From	Date To

Community Service (List most recent first)			
Organization	Activity or Type of Service	Date From	Date To

Employment Experience (if applicable)			
Employer	Title or Type of Work	Date From	Date To

Awards and Honors (List most recent first)		
Organization	Award	Date

**ATTACHMENT 2:
RESOLUTION FINDING PUBLIC
PURPOSE AND APPROVING
CONTRIBUTION MATCH**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE PROVISION OF CITY RESOURCES AND FUNDING FOR CONTRIBUTION MATCH OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) TO THE MOTLAGH SCHOLARSHIP FOUNDATION AND APPROVES SUCH SPECIFIED CONTRIBUTION MATCH OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) TO THE MOTLAGH SCHOLARSHIP FOUNDATION

WHEREAS, former City Engineer, Habib Motlagh has generously offered a donation of one hundred thousand dollars (\$100,000) to provide scholarships to graduating high school students within the City of Perris (the “City”) and inspired the need to form a non-profit dedicate to this cause; and

WHEREAS, the City intends to form such Nonprofit Public Benefit Corporation which shall be called the “Motlagh Scholarship Foundation” (the “Foundation”); and

WHEREAS, providing educational scholarships for higher education serves a public and charitable purpose; and

WHEREAS, the City desires to match former City Engineer Habib Motlagh’s generous donation of one hundred thousand dollars (\$100,000); and

WHEREAS, the City Council is advised that if the City is to expend public funds in whole or part, it should serve a public purpose and be formally approved by City Council, including any funding or in-kind contributions for same; and

WHEREAS, if funds are used for a public purpose of the city making the expenditure, they are not a gift within the meaning of Cal Const art XVI, §6 (County of Alameda v Janssen (1940) 16 C.2d 276, 281); and

WHEREAS, the City’s matching contribution of one hundred thousand dollars (\$100,000) is intended to further support the mission of the Motlagh Scholarship Foundation and provide scholarships to graduating high school students pursuing a college education in engineering, sciences, or a related field; and

WHEREAS, the City’s staff resources and time dedicated to supporting the Motlagh Scholarship Foundation in its mission and activities serve a public purpose; and

WHEREAS, by this Resolution, the City Council desires to approve and match former City Engineer Habib Motlagh’s donation of one hundred thousand dollars (\$100,000) for the Motlagh Scholarship Foundation and find that the contribution serves the legitimate public purpose of supporting the mission of the Motlagh Scholarship Foundation and provide scholarships to graduating high school students within the City pursuing a college education in engineering, sciences, or a related field.

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

Section 1. That the recitals set forth hereinabove are true and correct in all respects.

Section 2. The City Council has considered the contribution match of one hundred thousand dollars (\$100,000) to the Motlagh Scholarship Foundation and hereby finds that such contribution of one hundred thousand dollars (\$100,000) to the Motlagh Scholarship Foundation and the City's staff resources and time serve the legitimate public purpose of supporting the mission of the Motlagh Scholarship Foundation and providing scholarships to graduating high school students, within the City, pursuing a college education in engineering, sciences, or a related field. As such, the City Council hereby approves the contribution match of one hundred thousand dollars (\$100,000) to the Motlagh Scholarship Foundation as well as the financial contribution by the City.

Section 3. The City Council hereby appropriates an amount of one hundred thousand dollars (\$100,000) from the City's General Fund Reserves to be distributed to the Motlagh Scholarship Foundation once it is formed and following receipt of the one hundred thousand dollars (\$100,000) donation from former City Civil Engineer, Habib Motlagh.

Section 4. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 5. The City Manager, or his or her designee, is authorizes to carry out all necessary and appropriate acts to carry out this Resolution.

Section 6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

ADOPTED, SIGNED and APPROVED this 12th day of November, 2024.

Mayor, Michael Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of November, 2024, by the following called vote:

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

City Clerk, Nancy Salazar



CITY OF PERRIS

10.O.

CITY COUNCIL AGENDA SUBMITTAL

- MEETING DATE:** November 12, 2024
- SUBJECT:** Consideration of an Amendment No. 1 to the Amended and Restated Agreement for Professional Services between the City of Perris and Blue Stone Management LLC (BSM), for Perris Downtown Skills Training and Job Placement Center Design and Construction Management Services, for an increase of \$18,000, totaling \$1,181,204.
- REQUESTED ACTION:** That the City Council 1) Approve an Amendment No. 1 to the Amended and Restated Agreement for Professional Services between the City of Perris and Blue Stone Management LLC (BSM), for an increase of \$18,000, totaling \$1,181,204; and 2) Authorize the City Manager or her designee to negotiate and finalize the agreement and execute all related documents, subject to City Attorney approval as to form.
- CONTACT:** Michele Ogawa, Director of Economic Development and Housing
-

BACKGROUND/DISCUSSION:

On April 9, 2024, City Council approved an Amended and Restated Agreement for Professional Services with Blue Stone Management LLC (BSM) for Perris Downtown Skills Training and Job Placement Center Design and Construction Management Services (“Agreement”), in the amount of \$1,163,204. The Agreement clarified and restated the terms of the initial agreement (approved by the City Council on February 16, 2019) and accounted for previously approved Addendum No. 1 and Addendum No. 2, as well as an Addendum No. 3 proposal. Due to the delays on the Perris Downtown Skills Training and Job Placement Center Project (“Project”) timeline and necessary re-design of certain minor components of the Project, BSM has submitted a request for an additional \$18,000 in an Amendment No. 1 to the Agreement, to complete the same scope of services through the updated Project completion estimate of November 2024. The Agreement has been extended to an updated expiration date of December 31, 2024 (approved by City Council on October 8, 2024), to allow for Project closeout following construction completion.

Staff is recommending that the City Council approve the Amendment No. 1 to the Amended and Restated Agreement for Professional Services with Blue Stone Management LLC, and authorize the City Manager or her designee to negotiate and finalize the agreement and execute all related documents, subject to City Attorney approval as to form.

BUDGET (or FISCAL) IMPACT: Additional funding for the Amendment No. 1, in the amount of \$18,000, will be budgeted under existing American Rescue Plan Act (ARPA) funding for the Perris Downtown Skills Training and Job Placement Center Project, under the approved allocation to the Department of Economic Development and Housing.

Prepared by: Michele Ogawa, Director of Economic Development and Housing

REVIEWED BY:

Assistant City Manager: WB

Assistant City Manager: ER

Director of Finance: mgj

Attachments: 1. Project Site

2. Project Plans (Elevations, Site Plan, and Floorplan)

3. Copy of Blue Stone Management Proposal

4. Copy of Amended and Restated Agreement for Professional Services between the City of Perris and Blue Stone Management LLC for Perris Downtown Skills Training and Job Placement Center Design and Construction Management Services

Due to the size of the file, the attachment can be viewed at the following link:

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

5. Copy of Amendment No. 1 to the Amended and Restated Agreement for Professional Services between the City of Perris and Blue Stone Management LLC

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

Project Site

Project Site

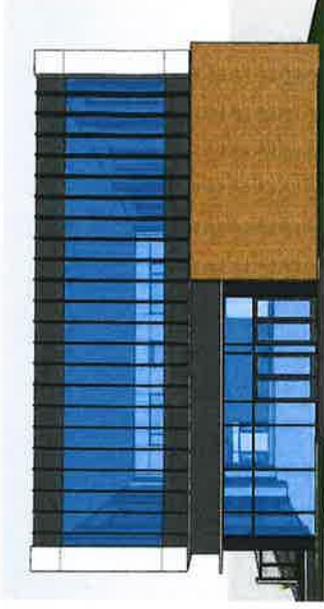
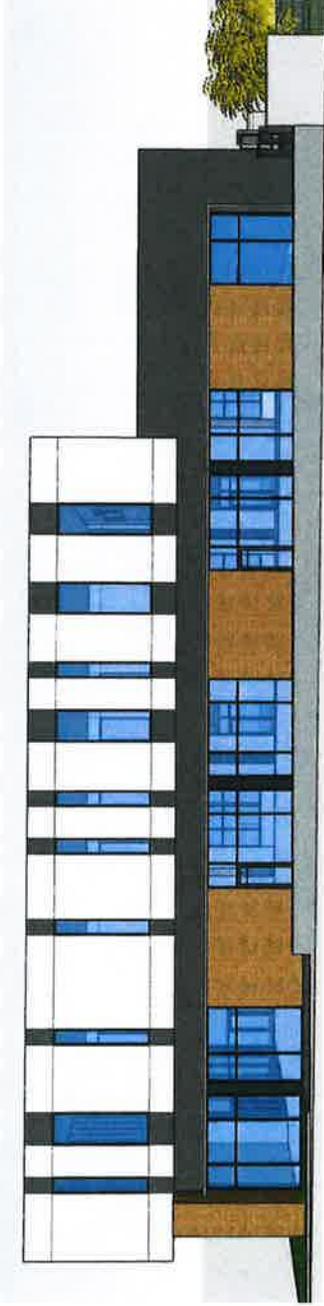
19 South D Street
APN 313-091-003



ATTACHMENT 2

Project Plans (Elevations, Site Plan, and Floorplan)

Elevations



ATTACHMENT 3

Copy of Blue Stone Management Proposal



October 25 2024

Attn: Michelle Ogawa

City of Perris

101 N. D Street

Perris, Ca 92570

[Subject: City of Perris Skills Training & Job Placement Facility – Proposed Addendum #4](#)

Dear Michelle,

We thank you for the opportunity to submit our fee extension and the opportunity to continue and further serve as your team to undertake Project Management services for the City of Perris Skills Training & Job Placement Facility. The prior approved contract Addendum 3, presumed a May 30 2024 project completion date with an additional 1 month support in July for utilities tie in. Following the latest and final GC delivery schedule, the project has extended further with a final completion date of October 30 2024.

We herein submit for your approval our proposed fee extension to cover ongoing project management services from August 1 2024 thru October 30 2024 for a total of 3 months.

Fee Extension request:

- a. PM services: \$12,000 x 3 months: \$36,000.00
- b. Discount rate 50% \$18,000.00

Total Fee extension request: \$18,000.00



Schedule

Fees do not cover work that extends beyond 1 month from the assumed project duration noted below.

Construction time extension (3 months): August 1st 2024 to October 30th 2024

Exclusions

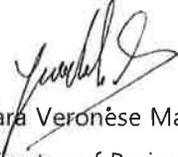
Refer to approved proposal and Addendum 1 and 2.

Standard Terms & Conditions

Refer to approved proposal and Addendum 1 and 2.

Please do not hesitate to contact us with any questions at +1 808 634 9594 or via email: yveronese@bsmail.com

Thank you.

 
Yara Veronèse Machado
Director of Project Management

The Above is Agreed and Accepted:

Name: _____ Date _____

Title: _____

City of Perris

ATTACHMENT 4

Copy of Amended and Restated Agreement for Professional Services between the City of Perris and Blue Stone Management LLC for Perris Downtown Skills Training and Job Placement Center Design and Construction Management Services

Due to the size of the file, the attachment can be viewed at the following link:

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

ATTACHMENT 5

**Copy of Amendment No. 1 to the Amended and
Restated Agreement for Professional Services
between the City of Perris and Blue Stone
Management LLC**

**AMENDMENT NO. 1
TO AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND BLUE STONE MANAGEMENT LLC FOR PERRIS
DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER DESIGN AND
CONSTRUCTION MANAGEMENT SERVICES**

This AMENDMENT NO. 1 TO AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF PERRIS AND BLUE STONE MANAGEMENT LLC FOR PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER DESIGN AND CONSTRUCTION MANAGEMENT SERVICES (“Amendment No. 1”) by and between the **CITY OF PERRIS** (“City”) and **BLUE STONE MANAGEMENT, LLC**, a Limited Liability Company (“Consultant”) is effective as of the _____ day of November, 2024.

RECITALS

A. The Parties entered into that certain Amended and Restated Agreement for Professional Services Between City of Perris and Blue Stone Management LLC for Skills Training and Job Placement Center Design and Construction Management Services, dated October 8, 2024 (“Agreement”).

B. The Parties now desire to increase the total compensation under the Agreement by \$18,000 in order to account for additional time need to complete the services under the Agreement.

TERMS

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

1.1 Section 2.1 of the Agreement is amended in its entirety as follows:

“Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the Exhibit A and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, inclusive of all work done pursuant to the entirety of Exhibit “A,” including any payments already made pursuant to the Original Agreement and any prior Addendums thereto, as well as any proposed addendum, shall not exceed One Million, One Hundred Eighty One Thousand, Two Hundred and Four Dollars (\$1,181,204) (“Contract Sum”), unless additional compensation is approved pursuant to Section 1.6. 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 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.”

1.2 Exhibit A of this Amendment No. 1 is added to Exhibit A of the Agreement.

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

3. 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.

4. 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.

5. 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. 1 on the date and year first-above written.

CITY:
CITY OF PERRIS, a California municipal corporation

Clara Miramontes
City Manager

ATTEST:

Nancy A. Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Robert Khuu, City Attorney

CONSULTANT:
BLUE STONE MANAGEMENT LLC, a California Limited Liability Company

By: _____
Name: Kurt Bendler
Title: Managing Director

By: _____
Name: _____
Title: _____

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

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

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CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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- 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

EXHIBIT A



October 25, 2024

Attn: Michelle Ogawa

City of Perris

101 N. D Street

Perris, Ca 92570

Subject: City of Perris Skills Training & Job Placement Facility – Proposed Addendum #4

Dear Michelle,

We thank you for the opportunity to submit our fee extension and the opportunity to continue and further serve as your team to undertake Project Management services for the City of Perris Skills Training & Job Placement Facility. The prior approved contract Addendum 3, presumed a May 30, 2024 project completion date with an additional 1 month support in July for utilities tie in. Following the latest and final GC delivery schedule, the project has extended further with a final completion date of October 30, 2024.

We herein submit for your approval our proposed fee extension to cover ongoing project management services from August 1, 2024 thru October 30, 2024 for a total of 3 months.

Fee Extension request:

a. PM services: \$12,000 x 3 months:	\$36,000.00
b. Discount rate 50%:	\$18,000.00
Total Fee extension request:	\$18,000.00



Schedule

Fees do not cover work that extends beyond 1 month from the assumed project duration noted below

Construction time extension (3 months):

August 1st 2024 to October 30th 2024

Exclusions

Refer to approved proposal and Addendum 1 and 2.

Standard Terms & Conditions

Refer to approved proposal and Addendum 1 and 2.

Please do not hesitate to contact us with any questions at +1 808 634 9594 or via email: yveronese@bsmail.com

Thank you.


Yara Veronese Machado
Director of Project Management



The Above is Agreed and Accepted:

Name: _____ Date: _____

Title: _____

City of Perris



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

10.P.

MEETING DATE: November 12, 2024

SUBJECT: Investment Statements of Compliance

REQUESTED ACTION: Approve the City's Investment Statements of Compliance

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND / DISCUSSION:

The statements of compliance from Citizens Trust and Chandler Asset Management for the quarter ending September 30, 2024 are presented for City Council approval. Quarterly compliance reports are asked to be approved by the City Council by the City's independent Auditors. The City is in compliance with its investment policy. It is required by the City's independent auditors that the Council approves the City's statements of compliance from its financial institutions. This is done on a quarterly basis. This is ensuring that all investments comply with the City's investment policies.

Staff recommends that the City Council approve the quarterly investment statements of compliance for the quarter ending September 30, 2024.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Matthew Schenk, Director of Finance

REVIEWED BY:

Assistant City Manager MS
Assistant City Manager ER
Director of Finance MS

Attachment:

1. **Statement of Compliance – Citizens Trust**
2. **Statement of Compliance – Chandler Asset Management**

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

**ATTACHMENT 1: STATEMENT OF COMPLIANCE –
CITIZENS TRUST SEPTEMBER 30, 2024**

Category	List of Categories for California Government Code Compliant Investments	Comment
City of Perris Bonds	No limitations.	
Treasury Issues	No limitations, Faith and credit of the U.S. are pledged for the payment of principal and interest. No CitizensTrust holdings.	
Federal Agencies	Federal Agencies or U.S. Government -Sponsored Enterprise obligations, participants; or other instruments, including those by or fully guaranteed as to principal and interest by federal agencies or U.S. government-sponsored enterprises. No limitation on amount.	<i>Examples</i>
California Issues	Securities issued by the State of California or any City or local agency in the state; must have at least an A rating by a NRSRO. No CitizensTrust holdings.	
Other State Issues	Securities issued by other states in addition to California or any City or local agency in the state; must have at least an A rating by two NRSROs; 15% maximum. No CitizensTrust holdings.	
Medium-Term Notes	A rating category or better by a NRSRO; 30% maximum. Issued by corporations organized and operating within the US or by depository institutions licensed by the US or any state and operating within the US. No CitizensTrust holdings	
Bankers' Acceptance	A1 short-term rated or better by a NRSRO; or "A" long-term debt rating category or better by a NRSRO; 180 days maximum maturity. No CitizensTrust holdings.	
Commercial Paper	A-1 rating or better by a NRSRO; A long-term rating or better by NRSRO; 25% maximum; 270 days max maturity. Issuer must be a corporation organized and operating within the US and have at least \$500 total assets. No CitizensTrust holdings.	
Negotiable CDs	No rating required if under FDIC limit; if above limit, must have at least A-1 commercial paper rating and at least A long-term rating by an NRSRO; 15% maximum; issued by a nationally or state-chartered bank, savings association or federal association, a state or federal credit union; or a foreign bank with a federal or state license.	
Collateralized Bank Deposits (Time Deposits)	Must be held in accordance with Uniform Commercial Code or applicable federal security regulations; 10% maximum. No CitizensTrust holdings.	
Savings Accounts	Must be held at a qualified bank; 10% maximum. No CitizensTrust holdings.	
Money-Market Mutual Funds	Highest rating/AAA rating by two NRSROs; SEC-registered adviser with assets under management >\$500 million and experience >5 years; 15% maximum in money market mutual funds.	<i>Examples</i>
Repurchase Agreements	Securities underlying the repo agreement must have a market value of at least 102% of the funds borrowed against these securities. 20% maximum. No CitizensTrust holdings.	
Local Agency Investment Fund (LAIF)	Client invests directly in this category.	
Supranationals	AA rating or better by NRSRO; 30% maximum. No CitizensTrust holdings.	
Other securities authorized under CGC sections 5922 & 53601.	No CitizensTrust holdings.	
Prohibited Investments	Collateralized mortgage obligations, mortgage pass-through securities, reverse repurchase agreements, inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interst accrual.	

Assets managed by CitizensTrust are in full compliance with California Government Code and Client investment policy.

 Represents investments currently in the portfolios and in compliance.

 Represents investments currently in the portfolios and not in compliance.

**ATTACHMENT 2: STATEMENT OF COMPLIANCE –
CHANDLER ASSET MANAGEMENT SEPTEMBER 30, 2024**

STATEMENT OF COMPLIANCE

City of Perris | Account #530 | As of June 30, 2024



Rules Name	Limit	Actual	Compliance Status	Notes
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	33.3	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.4	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				

STATEMENT OF COMPLIANCE

City of Perris | Account #530 | As of June 30, 2024



Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	2.0	Compliant	
Max % Issuer (MV)	5.0	2.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 or A- by 1)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	64.3	Compliant	
Max Maturity (Years)	5	4	Compliant	



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

10.Q.

MEETING DATE: November 12, 2024
SUBJECT: Check Register for September 2024
REQUESTED ACTION: Approve the City's Monthly Check Register for September 2024
CONTACT: Matthew Schenk, Director of Finance

BACKGROUND / DISCUSSION:

The check register for the month of September 2024 is presented for City Council approval.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Stephen Ajobiewe, Finance Manager

REVIEWED BY:

Assistant City Manager: MB
Assistant City Manager: ER
Director of Finance: MS

Attachment:

1. Check Register – September 30, 2024

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

ATTACHMENT 1

CHECK REGISTER – SEPTEMBER 30, 2024

CITY OF PERRIS, CA - LIVE

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
162964	09/04/2024	EFT	001740 ACT 1 CONSTRUCTION, INC.		455,972.89		09/06/2024
162965	09/04/2024	EFT	008881 ALESHIRE & WYNDER, LLP		128,169.86		09/06/2024
162966	09/04/2024	EFT	000566 AMAZON CAPITAL SERVICES		627.54		09/06/2024
162967	09/04/2024	EFT	000458 ATWORK FRANCHISE, INC.		2,577.54		09/06/2024
162968	09/04/2024	EFT	000915 BAY ALARM COMPANY		102,856.93		09/06/2024
162969	09/04/2024	EFT	000957 BILL & DAVE'S LDSC MAINTNE		54,134.91		09/06/2024
162970	09/04/2024	EFT	000768 SABRINA CHAVEZ		409.00		09/06/2024
162971	09/04/2024	EFT	010945 COMMUNITY WORKS DESIGN GR		3,575.50		09/06/2024
162972	09/04/2024	EFT	001582 HOME DEPOT CREDIT SERVICE		259.14		09/06/2024
162973	09/04/2024	EFT	000916 J THAYER COMPANY, INC.		776.98		09/06/2024
162974	09/04/2024	EFT	010046 MANPOWER TEMP SERVICES,		5,330.56		09/06/2024
162975	09/04/2024	EFT	001777 MARK THOMAS & COMPANY, IN		52,911.25		09/06/2024
162976	09/04/2024	EFT	001389 YUNEX LLC		10,839.00		09/06/2024
162977	09/04/2024	EFT	001453 Talentzok		9,769.17		09/06/2024
162978	09/05/2024	PRINTED	010148 ACE INDUSTRIAL SUPPLY, IN		758.50		09/13/2024
162979	09/05/2024	PRINTED	012979 ADAME LANDSCAPE, INC.	13,853.65	53,381.49		09/13/2024
162980	09/05/2024	PRINTED	000854 ADVANCED MOBILITY GROUP		19,808.15		09/13/2024
162981	09/05/2024	PRINTED	000668 ALBERT A. WEBB ASSOCIATES		150.00		09/30/2024
162982	09/05/2024	PRINTED	002251 ROGER AMEZQUITA		4,762.00		09/30/2024
162983	09/05/2024	PRINTED	001019 ANDERSON ELECTRIC		499.00		09/13/2024
162984	09/05/2024	PRINTED	000082 ARVIE DAGATAN		51.10		09/30/2024
162985	09/05/2024	PRINTED	000132 AWARDS AND SPECIALTIES		345.90		09/13/2024
162986	09/05/2024	PRINTED	001648 DANIEL BARRAZA		128.21		09/13/2024
162987	09/05/2024	PRINTED	002266 CHRISTOPHER DURAN		413.45		09/13/2024
162988	09/05/2024	PRINTED	000036 CINTAS		350.00		09/13/2024
162989	09/05/2024	PRINTED	014134 CONTINENTAL INTERPRETING		15,397.16		09/13/2024
162990	09/05/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		1,662.05		09/13/2024
162991	09/05/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		10,185.80		09/13/2024
162992	09/05/2024	PRINTED	002418 CR&R INCORPORATED		321.76		09/13/2024
162993	09/05/2024	PRINTED	008008 DAN'S FEED AND SEED INC.		2,300.00		09/13/2024
162994	09/05/2024	PRINTED	002271 DAVID NEAULT ASSOCIATES,		16,185.00		09/13/2024
162995	09/05/2024	PRINTED	002298 DENNIS GRUBB & ASSOCIATES		200.00		09/13/2024
162996	09/05/2024	PRINTED	001997 JOSE A DUENAS		3,200.14		09/13/2024
162997	09/05/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		1,951.33		09/13/2024
162998	09/05/2024	PRINTED	006479 EWING IRRIGATION PRODUCTS		750.00		09/13/2024
162999	09/05/2024	PRINTED	003511 FRANCHISE TAX BOARD		250.00		09/13/2024
163000	09/05/2024	PRINTED	002569 FULL TRAFFIC MAINTENANCE		3,952.00		09/13/2024
163001	09/05/2024	PRINTED	015075 GREG GARAY		12,907.53		09/13/2024
163002	09/05/2024	PRINTED	001848 GLENN LUKOS ASSOCIATES, I		43.35		09/13/2024
163003	09/05/2024	PRINTED	002340 LEFT COAST CONSULTANTS, I		244.67		09/13/2024
163004	09/05/2024	PRINTED	001903 GRAINGER		203.16		09/30/2024
163005	09/05/2024	PRINTED	001077 FORTINO GUZMAN		16,597.04		09/13/2024
163006	09/05/2024	PRINTED	001149 IB REPROGRAPHICS INC.		108,744.86		09/13/2024
163007	09/05/2024	PRINTED	002628 IGS REFUSE EQUIPMENT & RE		5,179.94		09/13/2024
163008	09/05/2024	PRINTED	000444 INFRAMARK LLC		768.81		09/13/2024
163009	09/05/2024	PRINTED	001047 INLAND ROAD SERVICE & TIR		4,485.00		09/13/2024
163010	09/05/2024	PRINTED	006557 LAWN TECH		1,151.75		09/13/2024
163011	09/05/2024	PRINTED	006031 LIEBERT CASSIDY WHITMORE		3,438.95		09/13/2024
163012	09/05/2024	PRINTED	002447 LOR GEOTECHNICAL GROUP IN		123.45		09/30/2024
163013	09/05/2024	PRINTED	001938 MESA ENERGY SYSTEMS, INC.		8.00		09/30/2024
163014	09/05/2024	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO				
163015	09/05/2024	PRINTED	011503 NATIONAL DRIVE				

CITY OF PERRIS, CA - LIVE



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
163016	09/05/2024	PRINTED	000379 O'REILLY FIRST CALL		45.41		09/13/2024
163017	09/05/2024	PRINTED	000665 P&P UNIFORMS RIV		159.43		09/13/2024
163018	09/05/2024	PRINTED	001473 ANDREW PETERS		250.00		09/30/2024
163019	09/05/2024	PRINTED	000418 PGI, INC.		32,604.66		09/13/2024
163020	09/05/2024	PRINTED	002627 PNR PRINTS INC		484.88		09/13/2024
163021	09/05/2024	PRINTED	001789 COUNTY OF RIVERSIDE		888.93		09/30/2024
163022	09/05/2024	PRINTED	001053 ERNEST REYNA		109.40		09/13/2024
163023	09/05/2024	PRINTED	014351 RIGHT OF WAY, INC.		1,470.23		09/13/2024
163024	09/05/2024	PRINTED	003109 RIVERSIDE COUNTY SHERIFF'		1,420,651.27		09/30/2024
163025	09/05/2024	PRINTED	000188 COUNTY OF RIVERSIDE EMD		20,000.00		09/13/2024
163026	09/05/2024	PRINTED	014652 COUNTY OF RIVERSIDE TREAS		2,131.28		09/13/2024
163027	09/05/2024	PRINTED	013584 ROSA'S BRIDE & TUX BOUTIQ		748.86		09/30/2024
163028	09/05/2024	PRINTED	005350 ROTARY CLUB OF PERRIS	27.00			09/30/2024
163029	09/05/2024	PRINTED	001118 SC FUELS		207.18		09/13/2024
163030	09/05/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		474.55		09/13/2024
163031	09/05/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		79.12		09/13/2024
163032	09/05/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		11,846.63		09/13/2024
163033	09/05/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		6,836.29		09/13/2024
163034	09/05/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		495.02		09/13/2024
163035	09/05/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		8,711.87		09/13/2024
163036	09/05/2024	PRINTED	002071 SOUTH COAST COPY SYSTEMS		1,989.60		09/13/2024
163037	09/05/2024	PRINTED	007519 SPECTRUM BUSINESS		98.95		09/13/2024
163038	09/05/2024	PRINTED	002655 ARIZONA MACHINERY LLC		28,466.85		09/13/2024
163039	09/05/2024	PRINTED	008060 UNITED WAY OF THE INLAND		26.00		09/13/2024
163040	09/05/2024	PRINTED	015004 WALTERS WHOLESale ELECTRI		30.21		09/13/2024
163041	09/05/2024	PRINTED	001344 WESTERN EXTERMINATOR COMP		101.00		09/30/2024
163042	09/10/2024	PRINTED	002634 ARS BROS INC.		900.00		09/30/2024
163043	09/11/2024	EFT	001740 ACT 1 CONSTRUCTION, INC.		199,248.32		09/13/2024
163044	09/11/2024	EFT	000566 AMAZON CAPITAL SERVICES		4,355.43		09/13/2024
163045	09/11/2024	EFT	000458 ATWORK FRANCHISE, INC.		32,605.67		09/13/2024
163046	09/11/2024	EFT	000915 BAY ALARM COMPANY		90.00		09/13/2024
163047	09/11/2024	EFT	000957 BILL & DAVE'S LDSC MAINT		10,267.48		09/13/2024
163048	09/11/2024	EFT	010945 COMMUNITY WORKS DESIGN GR		40,062.84		09/13/2024
163049	09/11/2024	EFT	000590 EARTHCHEM INDUSTRIAL SUPP		3,208.76		09/13/2024
163050	09/11/2024	EFT	002132 FLO WATER INC.		797.35		09/13/2024
163051	09/11/2024	EFT	002161 FM WORKSPACE SOLUTIONS LL		51,099.60		09/13/2024
163052	09/11/2024	EFT	001815 HM CONSULTANTS, LLC		66,893.41		09/13/2024
163053	09/11/2024	EFT	001582 HOME DEPOT CREDIT SERVICE		4,317.02		09/13/2024
163054	09/11/2024	EFT	000916 J THAYER COMPANY, INC.		260.85		09/13/2024
163055	09/11/2024	EFT	000659 JOHNSON CONTROLS FIRE PRO		789.98		09/13/2024
163056	09/11/2024	EFT	014805 HECTOR LEDESMA		250.00		09/13/2024
163057	09/11/2024	EFT	010046 MANPOWER TEMP SERVICES,		4,712.76		09/13/2024
163058	09/11/2024	EFT	001681 NUTRIEN AG SOLUTION, INC.		940.52		09/13/2024
163059	09/11/2024	EFT	010328 PACIFIC CODE COMPLIANCE		67,760.00		09/13/2024
163060	09/11/2024	EFT	001160 JIM FORBES VOICE, INC.		514.00		09/13/2024
163061	09/11/2024	EFT	001543 RENE'S COMMERCIAL MANAGEM		2,185.00		09/13/2024
163062	09/11/2024	EFT	007047 RK ENGINEERING GROUP INC		6,890.00		09/13/2024
163063	09/11/2024	EFT	010515 ROMO PIPELINE		3,100.00		09/13/2024
163064	09/11/2024	EFT	000237 JAIME SALAZAR		72.76		09/13/2024
163065	09/11/2024	EFT	002326 KRISTIN SCHEMK		1,504.00		09/13/2024
163066	09/11/2024	EFT	002361 TADEO'S MOBILE WASH, LLC		360.00		09/13/2024
163067	09/11/2024	EFT	001453 Talentzok		23,386.80		09/13/2024

CITY OF PERRIS, CA - LIVE



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
163068	09/11/2024	EFT	001602 WILLDAN FINANCIAL SERVICE		4,140.00		09/13/2024
163069	09/12/2024	PRINTED	000668 ALBERT A. WEBB ASSOCIATES		14,159.45		09/30/2024
163070	09/12/2024	PRINTED	002251 ROGER AMEZQUITA		128.21		09/30/2024
163071	09/12/2024	PRINTED	001019 ANDERSON ELECTRIC		560.00		09/30/2024
163072	09/12/2024	PRINTED	001019 ANDERSON ELECTRIC		3,198.00		09/30/2024
163073	09/12/2024	PRINTED	015152 COUNTY OF RIVERSIDE		27,000.00		09/30/2024
163074	09/12/2024	PRINTED	001163 AQUA-METRIC SALES COMPANY		592.00		09/30/2024
163075	09/12/2024	PRINTED	015140 AT&T NATIONAL COMPLIANCE	175.00			
163076	09/12/2024	PRINTED	014752 AUTO AIDE TOWING		5,677.00		09/30/2024
163077	09/12/2024	PRINTED	014752 AUTO AIDE TOWING		16,846.20		09/30/2024
163078	09/12/2024	PRINTED	001087 BIO-TOX LABORATORIES INC.	80.00			
163079	09/12/2024	PRINTED	001087 BIO-TOX LABORATORIES	2,091.16			
163080	09/12/2024	PRINTED	000969 BLADES GROUP, LLC	774.74			
163081	09/12/2024	PRINTED	010358 CALIFORNIA VETERINARY SPE		4,464.00		09/30/2024
163082	09/12/2024	PRINTED	000036 CINTAS		2,898.80		09/30/2024
163083	09/12/2024	PRINTED	000848 CONCENTRA MEDICAL CENTERS		100.00		09/30/2024
163084	09/12/2024	PRINTED	008008 DAN'S FEED AND SEED INC.		86.82		09/30/2024
163085	09/12/2024	PRINTED	006608 DATA TICKET, INC.		300.00		09/30/2024
163086	09/12/2024	PRINTED	000356 DEGUIRE WEED ABATEMENT		885.00		09/30/2024
163087	09/12/2024	PRINTED	002298 DENNIS GRUBB & ASSOCIATES		2,010.00		09/30/2024
163088	09/12/2024	PRINTED	002195 DEVIN UNDERWOOD		250.00		09/30/2024
163089	09/12/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		22,121.49		09/30/2024
163090	09/12/2024	PRINTED	010116 JOSHUA ESTRADA	39.00			
163091	09/12/2024	PRINTED	006479 EWING IRRIGATION PRODUCTS		3,852.17		09/30/2024
163092	09/12/2024	PRINTED	002024 FEDERAL EXPRESS CORP		27.15		09/30/2024
163093	09/12/2024	PRINTED	003511 FRANCHISE TAX BOARD		150.00		09/30/2024
163094	09/12/2024	PRINTED	001894 FUN EXPRESS, LLC		127.17		09/30/2024
163095	09/12/2024	PRINTED	001774 GALLAGHER BENEFIT SERVICE		2,700.00		09/30/2024
163096	09/12/2024	PRINTED	001494 ALFREDO GARCIA	38.73			
163097	09/12/2024	PRINTED	002340 LEFT COAST CONSULTANTS, I		24,921.40		09/30/2024
163098	09/12/2024	PRINTED	002068 OLD TOWN WISE RIDERS, INC		2,613.71		09/30/2024
163099	09/12/2024	PRINTED	002598 HAULAWAY STORAGE CONTAIN		165.20		09/30/2024
163100	09/12/2024	PRINTED	002205 HINDERLITZER DeLLAWAS & AS		24,322.66		09/30/2024
163101	09/12/2024	PRINTED	001951 HOWARD, YAJAIRA		123.00		09/30/2024
163102	09/12/2024	PRINTED	014132 ZAHID HUERTA		128.21		09/30/2024
163103	09/12/2024	PRINTED	000239 HYDROPOINT DATA SYSTEMS,		14,974.75		09/30/2024
163104	09/12/2024	PRINTED	001431 IDN WILCO, INC.	180.17			
163105	09/12/2024	PRINTED	014230 IDS GROUP		18,058.75		09/30/2024
163106	09/12/2024	PRINTED	000007 IMPERIAL SPRINKLER SUPPLY		2,487.83		09/30/2024
163107	09/12/2024	PRINTED	001047 INLAND ROAD SERVICE & TIR		1,463.32		09/30/2024
163108	09/12/2024	PRINTED	014260 IRON MOUNTAIN		2,031.90		09/30/2024
163109	09/12/2024	PRINTED	000336 JOHNSON EQUIPMENT CO.		9,228.88		09/30/2024
163110	09/12/2024	PRINTED	014672 JOLLY JUMPS	2,478.00			
163111	09/12/2024	PRINTED	002558 KNORR SYSTEMS INTL LLC		1,605.00		09/30/2024
163112	09/12/2024	PRINTED	001742 LA OPINION, L.P.		799.75		09/30/2024
163113	09/12/2024	PRINTED	011438 LANGSTON MOTORSPORTS		73.69		09/30/2024
163114	09/12/2024	PRINTED	010487 MAC TOOLS DISTRIBUTOR		3,734.19		09/30/2024
163115	09/12/2024	PRINTED	001938 MESA ENERGY SYSTEMS, INC.		4,900.00		09/30/2024
163116	09/12/2024	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO	198.80			
163117	09/12/2024	PRINTED	000821 MITCHELLI		1,908.00		09/30/2024
163118	09/12/2024	PRINTED	013917 MOTOPOST		1,850.75		09/30/2024
163119	09/12/2024	PRINTED	010231 MR. G'S PLUMBING		900.00		09/30/2024

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163120	09/12/2024	PRINTED	000382 NATIONAL ANIMAL CONTROL A	25.00			
163121	09/12/2024	PRINTED	011503 NATIONAL DRIVE		8.00		09/30/2024
163122	09/12/2024	PRINTED	002009 NVB EQUIPMENT, INC		2,609.60		09/30/2024
163123	09/12/2024	PRINTED	000379 O'REILLY FIRST CALL		343.89		09/30/2024
163124	09/12/2024	PRINTED	001897 AURELIO PACHECO		219.80		09/30/2024
163125	09/12/2024	PRINTED	013928 PERRIS VALLEY HISTORICAL	100.00			
163126	09/12/2024	PRINTED	000064 PETHEALTH SERVICES	2,070.00			
163127	09/12/2024	PRINTED	000528 PROIMPRINT.COM, INC.		606.20		09/30/2024
163128	09/12/2024	PRINTED	001932 PURCHASE POWER		4,000.00		09/30/2024
163129	09/12/2024	PRINTED	000302 PVP COMMUNICATIONS, INC		151.84		09/30/2024
163130	09/12/2024	PRINTED	014351 RIGHT OF WAY, INC.		8,302.17		09/30/2024
163131	09/12/2024	PRINTED	001825 RIVERSIDE COUNTY	30.00			
163132	09/12/2024	PRINTED	003109 RIVERSIDE COUNTY SHERIFF'	17,067.45			
163133	09/12/2024	PRINTED	014652 COUNTY OF RIVERSIDE TREAS	14,340.92			
163134	09/12/2024	PRINTED	014652 COUNTY OF RIVERSIDE TREAS	10,267.59			
163135	09/12/2024	PRINTED	005350 ROTARY CLUB OF PERRIS	88.75			
163136	09/12/2024	PRINTED	005350 ROTARY CLUB OF PERRIS	306.75			
163137	09/12/2024	PRINTED	001693 SAFETY-KLEEN SYSTEMS, INC		1,433.36		09/30/2024
163138	09/12/2024	PRINTED	002199 SAGECREST PLANNING AND EN		66,133.56		09/30/2024
163139	09/12/2024	PRINTED	002528 SAN DIEGO COUNTY SHERIFF'		1,095.00		09/30/2024
163140	09/12/2024	PRINTED	001118 SC FUELS		21,523.94		09/30/2024
163141	09/12/2024	PRINTED	001118 SC FUELS		130.28		09/30/2024
163142	09/12/2024	PRINTED	002419 SIGNAL HILL AUTO ENTERPRI		2,640.19		09/30/2024
163143	09/12/2024	PRINTED	000529 SITEONE LANDSCAPE SUPPLY,		3,003.90		09/30/2024
163144	09/12/2024	PRINTED	001474 CRYSTAL SMITH		850.00		09/13/2024
163145	09/12/2024	PRINTED	000215 DANIEL SOARES		451.90		09/30/2024
163146	09/12/2024	PRINTED	007519 SPECTRUM BUSINESS		643.85		09/30/2024
163147	09/12/2024	PRINTED	002442 NICOLE STEVENS		45.00		09/30/2024
163148	09/12/2024	PRINTED	011484 SYNTech		7,098.00		09/30/2024
163149	09/12/2024	PRINTED	002635 T&M SURVEYING, INC.		1,460.00		09/30/2024
163150	09/12/2024	PRINTED	002012 TASTY TACOS & MORE		1,372.37		09/30/2024
163151	09/12/2024	PRINTED	002356 TERRA PACIFIC, LLC		11,600.00		09/30/2024
163152	09/12/2024	PRINTED	000438 THE THOMSEN COMPANY, INC.		22,783.86		09/30/2024
163153	09/12/2024	PRINTED	000688 COUNTY OF RIVERSIDE		211.49		09/30/2024
163154	09/12/2024	PRINTED	002645 WESTPARK AUTOMOTIVE CO, I		11,536.92		09/30/2024
163155	09/12/2024	PRINTED	000782 TRAILER FACTORY OUTLETS		1,942.21		09/30/2024
163156	09/12/2024	PRINTED	000995 UNIFIRST CORPORATION		4,099.24		09/30/2024
163157	09/12/2024	PRINTED	001909 UNIFIRST FIRST AID CORP		211.71		09/30/2024
163158	09/12/2024	PRINTED	001865 UNITED REFRIGERATION, INC		19,495.57		09/30/2024
163159	09/12/2024	PRINTED	007900 VERIZON WIRELESS		10,480.65		09/30/2024
163160	09/12/2024	PRINTED	002436 VERNE'S PLUMBING, INC.		2,767.11		09/30/2024
163161	09/12/2024	PRINTED	000831 VOYAGER FLEET		1,949.39		09/30/2024
163162	09/12/2024	PRINTED	015004 WALTERS WHOLESALE ELECTRI		1,729.47		09/30/2024
163163	09/12/2024	PRINTED	001344 WESTERN EXTERMINATOR COMP		1,787.54		09/20/2024
163164	09/18/2024	EFT	000566 AMAZON CAPITAL SERVICES		11,266.45		09/20/2024
163165	09/18/2024	EFT	000458 ATWORK FRANCHISE, INC.		770.00		09/20/2024
163166	09/18/2024	EFT	000915 BAY ALARM COMPANY		2,850.00		09/20/2024
163167	09/18/2024	EFT	002170 CAL PACIFIC, INC.		2,563.82		09/20/2024
163168	09/18/2024	EFT	011579 CAMERON WELDING SUPPLY		150.85		09/20/2024
163169	09/18/2024	EFT	000386 FIRST SECURITY FINANCE, I		26.43		09/20/2024
163170	09/18/2024	EFT	002132 FLO WATER INC.				
163171	09/18/2024	EFT	001699 IBETH GALVAN				

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163172	09/18/2024	EFT	002052 ANNA NICOLE GUTIERREZ		1,200.00		09/20/2024
163173	09/18/2024	EFT	001582 HOME DEPOT CREDIT SERVICE		7,892.83		09/20/2024
163174	09/18/2024	EFT	000043 LA GARE CAFE		137.55		09/20/2024
163175	09/18/2024	EFT	002615 THERESA A MADRIGAL		1,361.92		09/20/2024
163176	09/18/2024	EFT	010046 MANPOWER TEMP SERVICES,		12,799.23		09/20/2024
163177	09/18/2024	EFT	000808 NIELSEN MERKSAMER PARRINE		110.00		09/20/2024
163178	09/18/2024	EFT	001031 DAVID OSORIO		1,000.00		09/20/2024
163179	09/18/2024	EFT	001160 JIM FORBES VOICE, INC.		221.02		09/20/2024
163180	09/18/2024	EFT	000517 REGIONAL CONSERVATION AUT		972,743.90		09/20/2024
163181	09/18/2024	EFT	002028 COUNTY OF RIVERSIDE		3,222,812.59		09/20/2024
163182	09/18/2024	EFT	007047 RK ENGINEERING GROUP INC		7,365.00		09/20/2024
163183	09/18/2024	EFT	010515 ROMO PIPELINE		20,500.00		09/20/2024
163184	09/18/2024	EFT	001389 YUNEX LLC		2,106.00		09/20/2024
163185	09/18/2024	EFT	002089 SUBWEKS CONSTRUCTION, IN		107,065.00		09/20/2024
163186	09/18/2024	EFT	011932 SUNSET GRAPHICS		219,793.51		09/20/2024
163187	09/18/2024	EFT	T AND A BUILDERS		440.00		09/20/2024
163188	09/18/2024	EFT	002361 TADEO'S MOBILE WASH, LLC		30,840.00		09/20/2024
163189	09/18/2024	EFT	001453 Talentzok		277.00		09/20/2024
163190	09/18/2024	EFT	001311 TRULY NOLEN BRANCH 064		199.34		09/20/2024
163191	09/18/2024	EFT	001600 VELASCO MATERIALS		3,687.04		09/20/2024
163192	09/18/2024	EFT	001602 WILLDAN FINANCIAL SERVICE		7,599.63		09/20/2024
163193	09/19/2024	PRINTED	000191 ACTIVE IMPRESSIONS		7,500.00		09/30/2024
163194	09/19/2024	PRINTED	000823 AGUIAR PROFESSIONAL TRAIN		81.35		09/30/2024
163195	09/19/2024	PRINTED	014992 AIR & HOSE SOURCE, INC.		12,481.89		09/30/2024
163196	09/19/2024	PRINTED	001166 ALL MAGTC M.V. INC.		10,832.00		09/30/2024
163197	09/19/2024	PRINTED	001374 AMERICAN EAGLE TROPHIES	139.20			09/30/2024
163198	09/19/2024	PRINTED	001019 ANDERSON ELECTRIC				09/30/2024
163199	09/19/2024	PRINTED	010130 SYLVIA ARVIZU	337.79			09/30/2024
163200	09/19/2024	PRINTED	000132 AWARDS AND SPECIALTIES		36.31		09/30/2024
163201	09/19/2024	PRINTED	001648 DANIEL BARRAZA		241.36		09/30/2024
163202	09/19/2024	PRINTED	002505 NAHOMY BARRON		2,551.29		09/30/2024
163203	09/19/2024	PRINTED	002546 BATTERY WORKX INC.		1,394.61		09/30/2024
163204	09/19/2024	PRINTED	001720 BEEGUYTRAVIS				09/30/2024
163205	09/19/2024	PRINTED	002642 SUSANNA BRATT	790.00			09/30/2024
163206	09/19/2024	PRINTED	002045 PATRICIA BRENES	1,500.00			09/30/2024
163207	09/19/2024	PRINTED	001098 CALIFORNIA ASSOCIATION OF		800.00		09/30/2024
163208	09/19/2024	PRINTED	011581 CADENCE ENVIRONMENTAL CON		620.00		09/30/2024
163209	09/19/2024	PRINTED	011051 CALBO		23,197.50		09/30/2024
163210	09/19/2024	PRINTED	000036 CINTAS				09/30/2024
163211	09/19/2024	PRINTED	000848 CONCENTRA MEDICAL CENTERS		36.98		09/30/2024
163212	09/19/2024	PRINTED	014134 CONTINENTAL INTERPRETING		100.00		09/30/2024
163213	09/19/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS		500.00		09/30/2024
163214	09/19/2024	PRINTED	015000 CPRS		7,072.97		09/30/2024
163215	09/19/2024	PRINTED	002302 CTWS, LLC				09/30/2024
163216	09/19/2024	PRINTED	008008 DAN'S FEED AND SEED INC.		46.50		09/30/2024
163217	09/19/2024	PRINTED	006608 DATA TICKET, INC.		59.92		09/30/2024
163218	09/19/2024	PRINTED	006608 DATA TICKET, INC.		96.15		09/30/2024
163219	09/19/2024	PRINTED	000741 DELL MARKETING LP		297.87		09/30/2024
163220	09/19/2024	PRINTED	002298 DENNIS GRUBB & ASSOCIATES		1,841.54		09/30/2024
163221	09/19/2024	PRINTED	002369 DOWNSTREAM SERVICES, INC.		250.00		09/30/2024
163222	09/19/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		160,205.65		09/30/2024
163223	09/19/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		17,949.88		09/30/2024
					3,914.03		09/30/2024

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163224	09/19/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		69,672.28		09/30/2024
163225	09/19/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D		245,676.99		09/30/2024
163226	09/19/2024	PRINTED	002815 EXPERIAN		55.16		09/30/2024
163227	09/19/2024	PRINTED	002281 EXTREME CANOPY		2,451.33		09/30/2024
163228	09/19/2024	PRINTED	001961 FLOCK SAFETY		1,300.00		09/30/2024
163229	09/19/2024	PRINTED	003023 FRANKLIN HAYNES MARIONETT	500.00	954.90		09/30/2024
163230	09/19/2024	PRINTED	000925 FREEDOM FOREVER LLC		563.00		09/30/2024
163231	09/19/2024	PRINTED	011847 GALLARDOS TRANSMISSION	320.00	195.66		09/30/2024
163232	09/19/2024	PRINTED	011766 GLOBAL POWER GROUP, INC.		400.00		09/30/2024
163233	09/19/2024	PRINTED	002439 UNIVERSAL BACKGROUND SCRE		11,747.50		09/30/2024
163234	09/19/2024	PRINTED	002640 GoGovADDS	6,180.00	169.00		09/30/2024
163235	09/19/2024	PRINTED	002649 GOMEZ MANUEL/YASMINA		6,184.74		09/30/2024
163236	09/19/2024	PRINTED	001733 GRAY QUARTER, INC.		400.00		09/30/2024
163237	09/19/2024	PRINTED	002068 OLD TOWN WISE RIDERS, INC		11,747.50		09/30/2024
163238	09/19/2024	PRINTED	010718 HONEYWELL GLOBAL FINANCE		169.00		09/30/2024
163239	09/19/2024	PRINTED	014132 ZAHID HUERTA	121.79	6,184.74		09/30/2024
163240	09/19/2024	PRINTED	001994 IMPRENTA		4,005.26		09/30/2024
163241	09/19/2024	PRINTED	006454 INLAND DESERT SECURITY &		643.80		09/30/2024
163242	09/19/2024	PRINTED	014246 INLAND LIGHTING SUPPLIES,		3,544.98		09/30/2024
163243	09/19/2024	PRINTED	001491 INTERMEDIA.NET INC.		5,566.64		09/30/2024
163244	09/19/2024	PRINTED	014260 IRON MOUNTAIN		19,582.38		09/30/2024
163245	09/19/2024	PRINTED	000268 ANA JACQUEZ		850.00		09/30/2024
163246	09/19/2024	PRINTED	002194 GREGORY THOMAS KILEY		4,500.00		09/30/2024
163247	09/19/2024	PRINTED	007140 KIMBALL MIDWEST		471.95		09/30/2024
163248	09/19/2024	PRINTED	011438 LANGSTON MOTORSPORTS		73.69		09/30/2024
163249	09/19/2024	PRINTED	000179 SOUTH COAST LIGHTING & DE		15,186.29		09/30/2024
163250	09/19/2024	PRINTED	001938 MESA ENERGY SYSTEMS, INC.		945.00		09/30/2024
163251	09/19/2024	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO	94.98			09/30/2024
163252	09/19/2024	PRINTED	010231 MR. G'S PLUMBING		1,350.00		09/30/2024
163253	09/19/2024	PRINTED	000779 NAPA AUTO PARTS		7.87		09/30/2024
163254	09/19/2024	PRINTED	001515 NPG CORPORATION		59,300.00		09/30/2024
163255	09/19/2024	PRINTED	000379 O'REILLY FIRST CALL		239.44		09/30/2024
163256	09/19/2024	PRINTED	000250 OLD TOWN TEMECULA GUN FIG	800.00			09/30/2024
163257	09/19/2024	PRINTED	002220 OPEN FUTURE, LLC	145.00			09/30/2024
163258	09/19/2024	PRINTED	002380 PAUL DAVIS RESTORATION FO		9,598.59		09/30/2024
163259	09/19/2024	PRINTED	012127 RACHEL PINEDO		3,099.00		09/30/2024
163260	09/19/2024	PRINTED	011201 PUBLIC ENTITY RISK MANAGE	108.62			09/30/2024
163261	09/19/2024	PRINTED	001618 RIGHTWAY		268.46		09/30/2024
163262	09/19/2024	PRINTED	003109 RIVERSIDE COUNTY SHERIFF'	11,870.89			09/30/2024
163263	09/19/2024	PRINTED	002159 ROAD SOUP OF CALIFORNIA,		3,550.00		09/30/2024
163264	09/19/2024	PRINTED	002371 JEROME E ROY		3,245.00		09/30/2024
163265	09/19/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		3,117.20		09/30/2024
163266	09/19/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		3,117.20		09/30/2024
163267	09/19/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		6,835.23		09/30/2024
163268	09/19/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		25,004.70		09/30/2024
163269	09/19/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO		25,004.70		09/30/2024
163270	09/19/2024	PRINTED	001085 SHRED-IT C/O STERICYCLE,		458.04		09/30/2024
163271	09/19/2024	PRINTED	000529 SITEONE LANDSCAPE SUPPLY,		3,243.76		09/30/2024
163272	09/19/2024	PRINTED	001474 CRYSTAL SMITH		26.96		09/30/2024
163273	09/19/2024	PRINTED	002563 SPARKLETT'S		201.21		09/30/2024
163274	09/19/2024	PRINTED	007519 SPECTRUM BUSINESS		2,206.21		09/30/2024
163275	09/19/2024	PRINTED	001885 MAI II PROPERTIES LLC		690.00		09/30/2024

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163276	09/19/2024	PRINTED	002655 ARIZONA MACHINERY LLC		2,366.88		09/30/2024
163277	09/19/2024	PRINTED	001907 SUNSTATE EQUIPMENT CO		234.29		09/30/2024
163278	09/19/2024	PRINTED	011484 SYNTECH		15,298.89		09/30/2024
163279	09/19/2024	PRINTED	001896 THE CODE GROUP, INC		24,758.18		09/30/2024
163280	09/19/2024	PRINTED	000165 TOTALPLAN INC.		2,638.17		09/30/2024
163281	09/19/2024	PRINTED	004565 TRANSPORT GRAPHICS	375.14			
163282	09/19/2024	PRINTED	015136 TYLER TECHNOLOGIES, INC.		56,367.03		09/30/2024
163283	09/19/2024	PRINTED	010825 ULINE		179.48		09/30/2024
163284	09/19/2024	PRINTED	000995 UNIFIRST CORPORATION		339.44		09/30/2024
163285	09/19/2024	PRINTED	000700 US POSTAGE METER CENTER,	488.51			
163286	09/19/2024	PRINTED	002249 WESTERN RIVERSIDE COUNCIL		238,458.00		09/30/2024
163287	09/25/2024	EFT	001740 ACT 1 CONSTRUCTION, INC.		574,707.61		09/27/2024
163288	09/25/2024	EFT	000566 AMAZON CAPITAL SERVICES		2,243.81		09/27/2024
163289	09/25/2024	EFT	000458 ATWORK FRANCHISE, INC.		20,072.39		09/27/2024
163290	09/25/2024	EFT	000915 BAY ALARM COMPANY		6,858.36		09/27/2024
163291	09/25/2024	EFT	000957 BILL & DAVE'S LDSC MAINTN		10,126.47		09/27/2024
163292	09/25/2024	EFT	002170 CAL PACIFIC, INC.		2,800.00		09/27/2024
163293	09/25/2024	EFT	010945 COMMUNITY WORKS DESIGN GR		1,036.25		09/27/2024
163294	09/25/2024	EFT	001815 HM CONSULTANTS, LLC		252.90		09/27/2024
163295	09/25/2024	EFT	001582 HOME DEPOT CREDIT SERVICE		618.11		09/27/2024
163296	09/25/2024	EFT	000659 JOHNSON CONTROLS FIRE PRO		2,370.36		09/27/2024
163297	09/25/2024	EFT	000725 LEILANI CONSTRUCTION INC.		3,500.00		09/27/2024
163298	09/25/2024	EFT	002615 THERESA A MADRIGAL		1,078.48		09/27/2024
163299	09/25/2024	EFT	010046 MANPOWER TEMP SERVICES,		13,606.15		09/27/2024
163300	09/25/2024	EFT	001036 BOYS & GIRLS CLUB OF MENI		271.62		09/27/2024
163301	09/25/2024	EFT	010328 PACIFIC CODE COMPLIANCE		5,600.00		09/27/2024
163302	09/25/2024	EFT	001160 JIM FORBES VOICE, INC.		1,504.00		09/27/2024
163303	09/25/2024	EFT	007047 RK ENGINEERING GROUP INC		320.00		09/27/2024
163304	09/25/2024	EFT	010515 ROMO PIPELINE		19,298.59		09/27/2024
163305	09/25/2024	EFT	002326 KRISTIN SCHENK		5,256.00		09/27/2024
163306	09/25/2024	EFT	002361 TADEO'S MOBILE WASH, LLC		255.00		09/27/2024
163307	09/25/2024	EFT	001453 TalentZok		57,054.10		09/27/2024
163308	09/25/2024	EFT	004723 TEAMSTERS LOCAL 911				
163309	09/25/2024	EFT	001311 TRULY NOLEN BRANCH 064				
163310	09/25/2024	EFT	002207 WEST COAST ARBORISTS, INC	20,314.64			
163311	09/25/2024	PRINTED	000668 ALBERT A. WEBB ASSOCIATES	4,990.00			
163312	09/25/2024	PRINTED	001019 ANDERSON ELECTRIC	51,819.42			
163313	09/25/2024	PRINTED	015152 COUNTY OF RIVERSIDE	26,139.00			
163314	09/25/2024	PRINTED	002546 BATTERY WORKX INC.	460.77			
163315	09/25/2024	PRINTED	000494 BUDLONG & ASSOCIATES, INC	19,400.00			
163316	09/25/2024	PRINTED	001098 CALIFORNIA ASSOCIATION OF				
163317	09/25/2024	PRINTED	011581 CADENCE ENVIRONMENTAL CON				
163318	09/25/2024	PRINTED	000238 CALIFORNIA DEBT AND INVES				
163319	09/25/2024	PRINTED	002007 CAT TRACKING, INC.	1,169.82			
163320	09/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	5,846.59			
163321	09/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	2,748.85			
163322	09/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	4,023.80			
163323	09/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	1,609.47			
163324	09/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	494.33			
163325	09/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	367.04			
163326	09/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	2,246.44			
163327	09/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS				

CITY OF PERRIS, CA - LIVE



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
163328	09/25/2024	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	790.07			
163329	09/25/2024	PRINTED	002418 CR&R INCORPORATED	3,919.00			
163330	09/25/2024	PRINTED	001645 PAUL DAGATAN	850.00			
163331	09/25/2024	PRINTED	008008 DAN'S FEED AND SEED INC.	281.51			
163332	09/25/2024	PRINTED	001779 DAVID WHEELER'S PEST CONT	3,630.00			
163333	09/25/2024	PRINTED	002116 DEARK E&C, INC	125,492.79			
163334	09/25/2024	PRINTED	000356 DEGUIRE WEED ABATEMENT	220.00			
163335	09/25/2024	PRINTED	000741 DELL MARKETING LP		2,683.55		09/30/2024
163336	09/25/2024	PRINTED	000516 COUNTY OF RIVERSIDE	997.00			
163337	09/25/2024	PRINTED	012311 EASTERN MUNICIPAL WATER D	419.63			
163338	09/25/2024	PRINTED	002565 EMPIRE MOWERS, INC.	859.84			
163339	09/25/2024	PRINTED	001734 EPIC LAND SOLUTIONS, INC.	7,804.81			
163340	09/25/2024	PRINTED	006479 EWING IRRIGATION PRODUCTS	616.46			
163341	09/25/2024	PRINTED	011388 FAIR HOUSING COUNCIL OF R	5,658.45			
163342	09/25/2024	PRINTED	002024 FEDEX FREIGHT	17.16			
163343	09/25/2024	PRINTED	001934 FELIX REYNEL BOBO II	1,500.00			
163344	09/25/2024	PRINTED	001613 HEIDI FLORES	200.00			
163345	09/25/2024	PRINTED	003511 FRANCHISE TAX BOARD	150.00			
163346	09/25/2024	PRINTED	001894 FUN EXPRESS, LLC	664.02			
163347	09/25/2024	PRINTED	002541 G&G ENVIRONMENTAL COMPLIA	13,674.27			
163348	09/25/2024	PRINTED	011847 GALLARDOS TRANSMISSION	160.00			
163349	09/25/2024	PRINTED	002340 LEFT COAST CONSULTANTS, I	30,572.57			
163350	09/25/2024	PRINTED	011266 GUARANTEED JANITORIAL SER	10,687.56			
163351	09/25/2024	PRINTED	001441 HDL COREN & CONE	695.00			
163352	09/25/2024	PRINTED	014230 IDS GROUP	77,206.00			
163353	09/25/2024	PRINTED	000007 IMPERIAL SPRINKLER SUPPLY		1,501.47		09/30/2024
163354	09/25/2024	PRINTED	006454 INLAND DESERT SECURITY &				
163355	09/25/2024	PRINTED	001047 INLAND ROAD SERVICE & TIR				
163356	09/25/2024	PRINTED	002385 KOOP-ALEXANDER JANITORIAL	3,080.00			
163357	09/25/2024	PRINTED	002639 LITTLE RASCALS EVENT SERV	1,349.00			
163358	09/25/2024	PRINTED	001557 LOS ANGELES ENGINEERING,	632,428.55			
163359	09/25/2024	PRINTED	001617 MAYRA H. MARTINEZ				
163360	09/25/2024	PRINTED	001938 MESA ENERGY SYSTEMS, INC.	2,358.00			
163361	09/25/2024	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO	1,628.62			
163362	09/25/2024	PRINTED	001620 RAFAEL MOJICA	103.20			
163363	09/25/2024	PRINTED	009640 LUIS MATERA	99.95			
163364	09/25/2024	PRINTED	011503 NATIONAL DRIVE	8.00			
163365	09/25/2024	PRINTED	001364 NATHAN PEREZ	139.95			
163366	09/25/2024	PRINTED	002456 PERRIS VALLEY VETERINARY	17,000.00			
163367	09/25/2024	PRINTED	010602 KENNETH PHUNG	128.10			
163368	09/25/2024	PRINTED	002314 LORENZO ARIAS	4,850.00			
163369	09/25/2024	PRINTED	002320 RIVERSIDE COUNTY CLERK	118.00			
163370	09/25/2024	PRINTED	000499 ADALBERT ROJALES				
163371	09/25/2024	PRINTED	001820 MIGUEL ROMERO				
163372	09/25/2024	PRINTED	002617 RP LANDSCAPE & IRRIGATION	12.00			
163373	09/25/2024	PRINTED	001118 SC FUELS	42,717.96			
163374	09/25/2024	PRINTED	001118 SC FUELS	13,014.35			
163375	09/25/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	302.06			
163376	09/25/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	4,391.19			
163377	09/25/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	12,099.35			
163378	09/25/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	8,572.27			
163379	09/25/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	2,524.74			
					124.97		09/30/2024

CITY OF PERRIS, CA - LIVE



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
163380	09/25/2024	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	9,140.90			
163381	09/25/2024	PRINTED	002568 SIMPSON GARDEN GROVE INC	33,718.20			
163382	09/25/2024	PRINTED	000215 DANIEL SOARES	1,294.36			
163383	09/25/2024	PRINTED	001691 SOCALGAS	42.51			
163384	09/25/2024	PRINTED	002066 FELIPE SOTO	850.00			
163385	09/25/2024	PRINTED	002563 SPARKLETTTS	100.13			
163386	09/25/2024	PRINTED	007519 SPECTRUM BUSINESS	2,237.31			
163387	09/25/2024	PRINTED	002655 ARIZONA MACHINERY LLC	738.11			
163388	09/25/2024	PRINTED	002395 PERRIS HOSPITALITY GROUP	240.00			
163389	09/25/2024	PRINTED	015024 SUPERIOR PAVEMENT MARKING	21,710.82			
163390	09/25/2024	PRINTED	002632 TDA CONSULTING, INC.	45,656.88			
163391	09/25/2024	PRINTED	001435 TLC ANIMAL REMOVAL SERVIC	1,000.00			
163392	09/25/2024	PRINTED	000995 UNIFIRST CORPORATION	2,397.26			
163393	09/25/2024	PRINTED	008060 UNITED WAY OF THE INLAND	26.00			
163394	09/25/2024	VOID	007900 VERIZON WIRELESS	19,733.88			
431 CHECKS CASH ACCOUNT TOTAL				1,409,770.71	10,324,212.01		

SEPTEMBER 2024 - EMPLOYEE / INDIVIDUAL PAYMENTS

CHECK NUMBER	CHECK DATE	VENDOR NAME	DESCRIPTION	CHECK AMOUNT
162970	9/4/2024	SABRINA CHAVEZ	EMPLOYEE - VISION REIMBURSEMENT FY24/25	409.00
162982	9/5/2024	ROGER AMEZQUITA	EMPLOYEE - 2024 MSA CERT PROGRAM	150.00
162984	9/5/2024	ARVIE DAGATAN	EMPLOYEE - EDUCATION REIMBURSEMENT	499.00
162986	9/5/2024	DANIEL BARRAZA	EMPLOYEE - VISION REIMBURSEMENT FY24/25	345.90
162987	9/5/2024	CHRISTOPHER DURAN	EMPLOYEE - BOOTS REIMBURSEMENT	128.21
162996	9/5/2024	JOSE A DUENAS	VENDOR- YOGA INSTRUCTOR	200.00
163001	9/5/2024	GREG GARAY	EMPLOYEE - BOOTS REIMBURSEMENT	250.00
163005	9/5/2024	FORTINO GUZMAN	EMPLOYEE - BOOTS REIMBURSEMENT	244.67
163018	9/5/2024	ANDREW PETERS	EMPLOYEE - BOOTS REIMBURSEMENT	250.00
163022	9/5/2024	ERNEST REYNA	EMPLOYEE - VISION REIMBURSEMENT FY24/25	109.40
163056	9/11/2024	HECTOR LEDESMA	EMPLOYEE - BOOTS REIMBURSEMENT	250.00
163064	9/11/2024	JAIME SALAZAR	EMPLOYEE - VISION REIMBURSEMENT FY24/25	72.76
163065	9/11/2024	KRISTIN SCHENK	VENDOR- GARNISHMENT PAYMENT	1504.00
163070	9/12/2024	ROGER AMEZQUITA	EMPLOYEE - VISION REIMBURSEMENT FY24/25	128.21
163088	9/12/2024	DEVIN UNDERWOOD	EMPLOYEE - EDUCATION REIMBURSEMENT	250.00
163090	9/12/2024	JOSHUA ESTRADA	EMPLOYEE - VISION REIMBURSEMENT FY24/25	39.00
163096	9/12/2024	ALFREDO GARCIA	EMPLOYEE - MILEAGE REIMBURSEMENT	38.73
163101	9/12/2024	YAJAIRA HOWARD	EMPLOYEE - VISION REIMBURSEMENT FY24/25	123.00
163102	9/12/2024	ZAHID HUERTA	EMPLOYEE - VISION REIMBURSEMENT FY24/25	128.21
163124	9/12/2024	AURELIO PACHECO	EMPLOYEE - BOOTS REIMBURSEMENT	219.80
163144	9/12/2024	CRYSTAL SMITH	EMPLOYEE - VISION REIMBURSEMENT FY24/25	850.00
163145	9/12/2024	DANIEL SOARES	EMPLOYEE - VISION REIMBURSEMENT FY24/25	451.90
163147	9/12/2024	NICOLE STEVENS	VENDOR- BUS PASS REFUND	45.00
163171	9/18/2024	IBETH GALVAN	EMPLOYEE - REFUND: ICE CREAM SOCIAL EVENT	26.43
163172	9/18/2024	ANNA NICOLE GUTIERREZ	VENDOR - BALLET INSTRUCTOR	1200.00
163175	9/18/2024	THERESA A MADRIGAL	VENDOR- FAMILY CHILD CARE	1361.92
163178	9/18/2024	DAVID OSORIO	VENDOR- MARIACHO INSTRUCTOR	1000.00
163199	9/18/2024	SYLVIA ARVIZU	EMPLOYEE - STAFF MTG & BIRTHDAY CELEB	337.79
163201	9/19/2024	DANIEL BARRAZA	EMPLOYEE - BOOTS REIMBURSEMENT	241.36
163202	9/19/2024	NAHOMY BARRON	EMPLOYEE - EDUCATION & RECYCLE EVENT REIMB.	2551.29

163205	9/19/2024	SUSANA BRATT	VENDOR - RODS & RAILS PETTING ZOO	1500.00
163206	9/19/2024	PATRICIA BRENES	EMPLOYEE - APA CONF & MBRSHIP REIMBURSEMENT	800.00
163235	9/19/2024	GOMEZ, MANUEL / YASMINA	VENDOR - UTILITY BILLING: WATER CREDIT	400.00
163239	9/19/2024	ZAHID HUERTA	EMPLOYEE - BOOTS REIMBURSEMENT	121.79
163245	9/19/2024	ANA JACQUEZ	EMPLOYEE - VISION REIMBURSEMENT FY24/25	850.00
163246	9/19/2024	GREGORY THOMAS KILEY	VENDOR - DBA KILEY & ASSOCIATES LLC	4500.00
163259	9/19/2024	RACHEL PINEDO	EMPLOYEE - MOVIES IN THE PARK: STAFF LUNCH	108.62
163264	9/19/2024	JEROME E ROY	VENDOR - ZUMBA INSTRUCTOR	245.00
163272	9/19/2024	CRYSTAL SMITH	EMPLOYEE - END OF SUMMER SPLASH: BOTTLED WATER	26.96
163298	9/25/2024	THERESA A MADRIGAL	VENDOR- FAMILY CHILD CARE	1078.48
163305	9/25/2024	KRISTIN SCHENK	VENDOR- GARNISHMENT PAYMENT	1504.00
163330	9/25/2024	PAUL DAGATAN	EMPLOYEE - VISION REIMBURSEMENT FY24/25	850.00
163344	9/25/2024	HEIDI FLORES	EMPLOYEE - VISION REIMBURSEMENT FY24/25	200.00
163359	9/25/2024	MAYRA H. MARTINEZ	EMPLOYEE - VISION REIMBURSEMENT FY24/25	411.84
163362	9/25/2024	RAFAEL MOJICA	EMPLOYEE - BOOTS REIMBURSEMENT	103.20
163363	9/25/2024	LUIS NATERA	EMPLOYEE - VISION REIMBURSEMENT FY24/25	99.95
163365	9/25/2024	NATHAN PEREZ	EMPLOYEE - VISION REIMBURSEMENT FY24/25	139.95
163367	9/25/2024	KENNETH PHUNG	EMPLOYEE - STAFF LUNCH	128.10
163368	9/25/2024	LORENZO ARIAS	VENDOR - DBA PRO-RISE GARAGE	4850.00
163370	9/25/2024	ADALBERT ROJALES	EMPLOYEE - BOOTS REIMBURSEMENT	124.97
163371	9/25/2024	MIGUEL ROMERO	EMPLOYEE - CONFERENCE PARKING REIMB.	12.00
163382	9/25/2024	DANIEL SOARES	EMPLOYEE - CALBO TRAINING: HOTEL STAY	1294.36
163384	9/25/2024	FELIPE SOTO	EMPLOYEE - VISION REIMBURSEMENT FY24/25	850.00



CITY OF PERRIS

10.R.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 12, 2024

SUBJECT: Consent to the Assignment and Assumption of a portion of the Parkwest Development Agreement from PW Land Investments, LP and MP Parkwest Partners, LP to KB Home Cal Management Services, LLC, for the Parkwest project located south of Nuevo Road and west of Dunlap Road

REQUESTED ACTION: That the City Council approve the Assignment and Assumption Agreement and authorize the City Manager to execute the consent and related Estoppel Certificate in a form approved by the City Attorney

CONTACT: Robert Khuu, City Attorney

BACKGROUND/DISCUSSION:

As a result of the execution of an Assignment and Assumption Agreement dated October 25, 2021, MP Parkwest Partners, LP, a Delaware limited partnership and MP Park West Partners, LP, a Delaware limited partnership (collectively, the "Developer") own an approximately 534-acre site south of Nuevo Road and west of Dunlap Road that is subject to a Development Agreement dated March 28, 2007 (the "Project Site"). The Project Site also includes a Specific Plan and Tentative Tract Map 31157 (the "Project Approvals").

Developer now wishes to sell a portion of Project Site as legally described in Exhibit B of the Assignment and Assumption Agreement (the "Transferred Property") to KB Home Cal Management Services, LLC, a Delaware limited liability company (the "Assignee") to further the development of the Transferred Property. Section 2.3 of the Development Agreement provides that such a transfer requires the approval of the City "which approval shall be made on a timely basis and shall not be unreasonably conditioned or withheld."

Staff has reviewed the Developer's request for consent by the City to the Assignment and Assumption Agreement and has found no good cause to deny such consent, and therefore recommends approval. The Assignee will assume the obligations of the Developer under the Development Agreement and the Project Approvals with respect to the Transferred Property.

Staff requests the City Council approve the Assignment and Assumption Agreement and authorize the City Manager to execute the consent, the estoppel certificate attached to the Agreement, and any other documents necessary to complete the closing of escrow.

BUDGET (or FISCAL) IMPACT: None to the City.

Prepared by: Yecenia Vargas, Assistant City Attorney

REVIEWED BY:

Assistant City Manager: VB

Assistant City Manager: ER

Director of Finance: JJ

Attachments: 1. Site Map

2. Assignment and Assumption Agreement by and between PW LAND INVESTMENTS, L.P., a Delaware limited partnership and MP PARKWEST PARTNERS, LP, a Delaware limited partnership (collectively, "Current Owner" or "Assignor"), and KB HOME CAL MANAGEMENT SERVICES LLC, a Delaware limited liability company ("Assignee"), along with exhibits thereto.

Consent: X

Public Hearing:

Business Item:

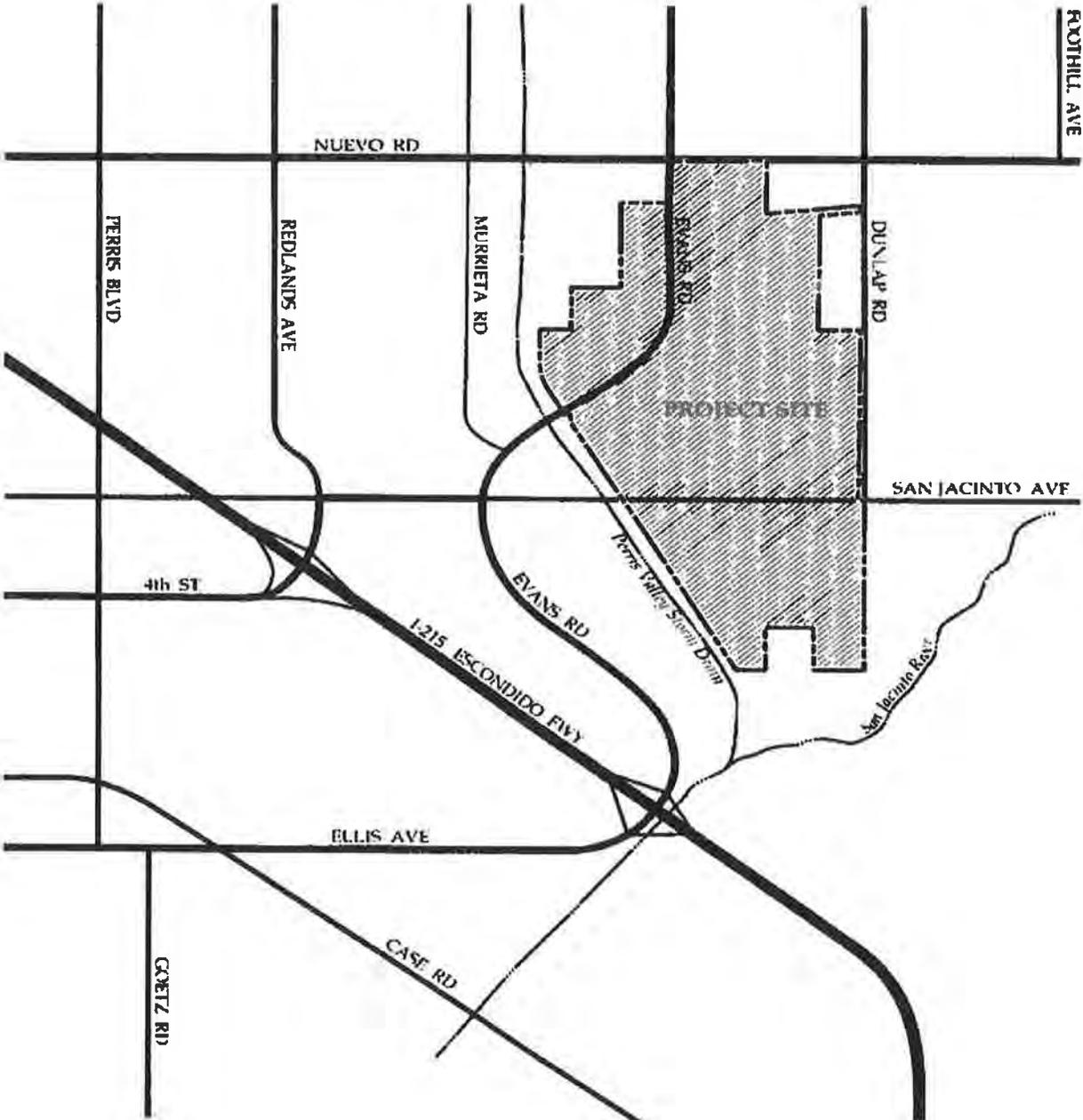
Presentation:

Other:

ATTACHMENT 1

SITE MAP

PROJECT SITE



ATTACHMENT 2

Assignment and Assumption Agreement by and between PW LAND INVESTMENTS, L.P., a Delaware limited partnership and MP PARKWEST PARTNERS, LP, a Delaware limited partnership (collectively, "Current Owner" or "Assignor"), and KB HOME CAL MANAGEMENT SERVICES LLC, a Delaware limited liability company ("Assignee"), along with exhibits thereto

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attn: John A. Ramirez, Esq.

Space above this line for recorder's use only

ASSIGNMENT AND ASSUMPTION AGREEMENT

TRA: _____
DTT: _____

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attn: John A. Ramirez, Esq.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made and entered into by and between **PW LAND INVESTMENTS, L.P., a Delaware limited partnership** and **MP PARKWEST PARTNERS, LP, a Delaware limited partnership** (collectively, “Current Owner” or “Assignor”), and **KB HOME CAL MANAGEMENT SERVICES LLC, a Delaware limited liability company** (“Assignee”).

RECITALS

A. The City of Perris (“City”) and Parkwest Associates, a California general partnership and East West Properties, a California general partnership (collectively, “Original Owner”) entered into that certain Development Agreement dated March 28, 2007 and recorded in the Official Records of Riverside County on April 5, 2007 as Instrument No. 07-0230751 (as amended and assigned as described in the following Recitals, the “Development Agreement”), with respect to the real property located in the City of Perris, State of California more particularly described in Exhibit “A” attached hereto (the “Project Site”).

B. Original Owner obtained from the City certain development approvals and permits with respect to the development of the Project Site, including without limitation, approval of ParkWest Specific Plan Amendment No. 2, Tentative Tract Map 31157, and the Development Agreement for the Project Site (collectively, the “Project Approvals”).

C. On August 4, 2010, Original Owner entered into an Assignment and Assumption Agreement to transfer all of its right, title, and interest in and to the Development Agreement to ParkWest Perris Associates, LLC, a Delaware limited liability company, and East West Perris Properties, LLC, a Delaware limited liability company (collectively, the “Delaware Entities”), and recorded said agreement in the Official Records of Riverside County on October 20, 2010 as Instrument No. 2010-0503168 (“Assignment No. 1”). Assignment No. 1 provides that its assignee entities constitute “Developer Affiliates” pursuant to Paragraph 2.3(g)(ii) of the Development Agreement. Assignment No. 1 erroneously provides in its recitals that the Development Agreement was “dated” February 13, 2007. Assignment No. 1 does not reference the Development Agreement by recorded Instrument Number, nor does it reference a recording date for the same.

D. On January 30, 2018, the City and Original Owner, and not the Delaware Entities, agreed to amend the Development Agreement and recorded said amendment in the Official Records of Riverside County on April 4, 2018 as Instrument No. 2018-0128296 (“Amendment No. 1”), in which the City and Original Owner agreed to extend the term of the Development Agreement by an additional ten (10) years, expiring January 27, 2028. As consideration, Original Owner agreed to provide a two million dollar (\$2,000,000.00) monetary contribution to the City (the “Public Benefit Fee”). The City secured Original Owner’s indebtedness with a Deed of Trust, recorded in the Official Records of Riverside County on October 24, 2018, as Instrument No. 2018-0419797 (the “Lien”).

E. On or around October 28, 2021, Original Owner, as the sole members of the Delaware Entities, sold the Project Site and entered into an Assignment and Assumption Agreement (“Assignment No. 2”) to transfer all of Original Owner’s right, title, and interest in and to the Development Agreement to Current Owner. Assignment No. 2 was recorded in the Official Records of Riverside County on October 28, 2021 as Instrument No. 2021-0638363.

F. In connection with such purchase and sale, Original Owner and the Delaware Entities transferred all of their right, title, and interest in and to the Development Agreement and Project Approvals with respect to the Project Site. Current Owner accepted such assignment and assumed the obligations of Original Owner and the Delaware Entities under the Development Agreement and the Project Approvals with respect to the Project Site.

G. Current Owner/Assignor intends to sell, and Assignee intends to purchase, a portion of the Project Site identified as Tentative Tract Map No. 31157-3, more particularly described in Exhibit “B” attached hereto (the “Transferred Property”).

H. In connection with such purchase and sale, Assignor desires to transfer all of Assignor’s right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee desires to accept such assignment and assume the obligations of Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property.

THEREFORE, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property first arising and accruing from and after the Effective Date. Assignee hereby accepts such assignment from Assignor.

2. Assumption. Assignee expressly assumes and agrees to keep, perform, and fulfill all the terms, conditions, covenants, and obligations required to be kept, performed, and fulfilled by Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property first arising and accruing from and after the Effective Date.

3. Effective Date. The execution by City of the attached receipt for this Agreement shall be considered as conclusive proof of delivery of this Agreement and of the assignment and assumption contained herein. This Agreement shall be effective upon its recordation in the Official

Records of Riverside County, California, provided that Assignee has closed the purchase and sale transaction and acquired legal title to the Transferred Property.

4. Delivery of Estoppel Certificate. Assignor shall obtain from the City an executed estoppel certificate and deliver the same to Assignee no less than one (1) day prior to the close of escrow of the sale of the Transferred Property stating that neither Assignor nor the City are in material default or breach with respect to the Development Agreement and that Assignor and the City are in compliance with all other provisions of the Development Agreement. The estoppel certificate shall conform to the document attached hereto as Exhibit "C".

5. Remainder of Project. Any and all rights or obligations pertaining to such portion of the Project Site other than the Transferred Property are expressly excluded from the assignment and assumption provided in Sections 1 and 2 above. For the avoidance of doubt, matters excluded from such assignment and assumption include, without limitation, any obligations or requirements related to: (i) the "Nuevo Crossing Improvements" pursuant to Section 3.4 of the Development Agreement, (ii) the "Park Improvements" pursuant to Section 3.11 of the Development Agreement, except as they may exist on the Transferred Property specifically, (iii) the "Phase I Community Park" pursuant to Section 3.17.3 of the Development Agreement, (iv) the "Neighborhood Park" pursuant to Section 3.17.4 of the Development Agreement, and (v) the "River Project" pursuant to Section 3.17.5 of the Development Agreement.

6. City Release of Developer. The City agrees that, by the City's acceptance of this Assignment, Assignor is hereby released and discharged from all rights, privileges, obligations, and liabilities under the Development Agreement relating to the Transferred Property and first arising and accruing from and after the Effective Date, and the City and Assignee each hereby acknowledge that, as of the Effective Date, Assignee enjoys all such right and privileges and is responsible for satisfying all such obligations and liabilities of the same, as they relate to the Transferred Property first arising and accruing from and after the Effective Date, as if the Development Agreement had originally been executed between the City and Assignee with respect to the Transferred Property.

7. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

9. Further Assurances. The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Assignment.

10. Authority of Signatories to Bind Principals. The persons executing this Assignment on behalf of their respective principals represent that (i) they have been authorized to do so and that they thereby bind the principals to the terms and conditions of this Assignment and (ii) their respective principals are properly and duly organized and existing under the laws of, and permitted to do business in, the State of California.

11. Interpretation. The paragraph headings of this Assignment are for reference and convenience only and are not part of this Assignment. They have no effect upon the construction or interpretation of any part hereof. The provisions of this Assignment shall be construed in a reasonable manner to effect the purposes of the parties and of this Assignment.

12. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

“ASSIGNOR”

MP PARKWEST PARTNERS, LP,
a Delaware limited partnership

By: MISSION PACIFIC INVESTORS, LLC,
a Delaware limited liability company

Date: _____

By: _____
Randall C. Luce
Managing Principal

PW LAND INVESTMENTS, L.P.,
a Delaware limited partnership

By: MISSION PACIFIC INVESTORS, LLC,
a Delaware limited liability company

Date: _____

By: _____
Randall C. Luce
Managing Principal

“ASSIGNEE”

**KB HOME CAL MANAGEMENT SERVICES
LLC,**
a Delaware limited liability company

Date: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

PROJECT SITE

Real property in the City of Perris, County of Riverside, State of California, described as follows:

PARCELS 1 THROUGH 9, INCLUSIVE, OF PARCEL MAP NO. 38375 AS SHOWN ON PARCEL MAP RECORDED OCTOBER 25, 2023, IN BOOK 257, PAGES 40 THROUGH 45, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.

(APN: 310-210-001, 310-210-012 AND 310-200-006)

THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE DISTRICT LAND OFFICE;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED APRIL 8, 1955 AS INSTRUMENT NO. 23195 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM ANY PORTION INCLUDED IN THE EVERVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE(S) 64 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE DISTRICT LAND OFFICE;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE PERRIS PROPERTY PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP, BY DEED RECORDED JANUARY 12, 1989 AS INSTRUMENT NO. 11507 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

(APN: 310-210-002 THROUGH 310-210-005, 310-210-007 THROUGH 310-210-009, 310-210-011 AND 310-210-013)

LOTS 1 THROUGH 15 INCLUSIVE OF EVERVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGE(S) 64 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

(APN: 310-200-004)

THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 3 WEST,

SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF;

EXCEPT THAT PORTION LYING SOUTHWEST OF THE NORTHEAST LINE OF THE LAND CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED JULY 2, 1953 IN BOOK 1487 PAGE 541 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT "B"
TRANSFERRED PROPERTY

Real property in the City of Perris, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 38375 AS SHOWN ON PARCEL MAP RECORDED OCTOBER 25, 2023, IN BOOK 257, PAGES 40 THROUGH 45, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.

EXHIBIT "C"
ESTOPPEL CERTIFICATE

This ESTOPPEL CERTIFICATE ("Estoppel") is provided this ___ day of _____, 2024, by the **CITY OF PERRIS, a municipal corporation** (the "City"), for the benefit of **PW LAND INVESTMENTS, L.P., a Delaware limited partnership** and **MP PARKWEST PARTNERS, LP, a Delaware limited partnership** (collectively, "Current Owner"), and **KB HOME CAL MANAGEMENT SERVICES LLC, a Delaware limited liability company** ("Buyer").

RECITALS

A. The City and Parkwest Associates, a California general partnership and East West Properties, a California general partnership (collectively, "Original Owner") entered into that certain Development Agreement dated March 28, 2007 and recorded in the Official Records of Riverside County on April 5, 2007 as Instrument No. 07-0230751 (as amended and assigned as described in the following Recitals, the "Development Agreement"), with respect to the real property located in the City of Perris, State of California more particularly described in Exhibit "A" attached hereto (the "Project Site").

B. Original Owner obtained from the City certain development approvals and permits with respect to the development of the Project Site, including without limitation, approval of ParkWest Specific Plan Amendment No. 2, Tentative Tract Map 31157, and the Development Agreement for the Project Site (collectively, the "Project Approvals").

C. On August 4, 2010, Original Owner entered into an Assignment and Assumption Agreement to transfer all of its right, title, and interest in and to the Development Agreement to ParkWest Perris Associates, LLC, a Delaware limited liability company, and East West Perris Properties, LLC, a Delaware limited liability company (collectively, the "Delaware Entities"), and recorded said agreement in the Official Records of Riverside County on October 20, 2010 as Instrument No. 2010-0503168 ("Assignment No. 1"). Assignment No. 1 provides that its assignee entities constitute "Developer Affiliates" pursuant to Paragraph 2.3(g)(ii) of the Development Agreement. Assignment No. 1 erroneously provides in its recitals that the Development Agreement was "dated" February 13, 2007. Assignment No. 1 does not reference the Development Agreement by recorded Instrument Number, nor does it reference a recording date for the same.

D. On January 30, 2018, the City and Original Owner, and not the Delaware Entities, agreed to amend the Development Agreement and recorded said amendment in the Official Records of Riverside County on April 4, 2018 as Instrument No. 2018-0128296 ("Amendment No. 1"), in which the City and Original Owner agreed to extend the term of the Development Agreement by an additional ten (10) years, expiring January 27, 2028. As consideration, Original Owner agreed to provide a two million dollar (\$2,000,000.00) monetary contribution to the City (the "Public Benefit Fee"). The City secured Original Owner's indebtedness with a Deed of Trust, recorded in the Official Records of Riverside County on October 24, 2018, as Instrument No. 2018-0419797 (the "Lien").

E. On or around October 28, 2021, Original Owner, as the sole members of the Delaware Entitles, sold the Project Site and entered into an Assignment and Assumption Agreement (“Assignment No. 2”) to transfer all of Original Owner’s right, title, and interest in and to the Development Agreement to Current Owner. Assignment No. 2 was recorded in the Official Records of Riverside County on October 28, 2021 as Instrument No. 2021-0638363.

F. In connection with such purchase and sale, Original Owner and the Delaware Entitles transferred all of their right, title, and interest in and to the Development Agreement and Project Approvals with respect to the Project Site. Current Owner accepted such assignment and assumed the obligations of Original Owner and the Delaware Entities under the Development Agreement and the Project Approvals with respect to the Project Site.

G. Current Owner intends to sell, and Buyer intends to purchase, a portion of the Project Site identified as Tentative Tract Map No. 31157-3, more particularly described in Exhibit “B” attached hereto (the “Transferred Property”).

H. In connection with such purchase and sale, Current Owner desires to transfer all of Current Owner’s right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Buyer desires to accept such assignment and assume the obligations of Current Owner under the Development Agreement and the Project Approvals with respect to the Transferred Property.

NOW, THEREFORE, to the City's actual knowledge, the City hereby acknowledges and certifies, as of the date first-stated above, the following:

1. One Development Agreement Governs the Transferred Property. City acknowledges and certifies that the Development Agreement, as assigned by Assignment No. 1, as amended by Amendment No. 1, and as further assigned by Assignment No. 2, is the sole development agreement affecting the Transferred Property.

2. Neither Current Owner nor City Have Breached Development Agreement. City acknowledges and certifies that neither Current Owner nor the City are in material default or breach with respect to the Development Agreement and are in compliance with all other provisions of the Development Agreement.

3. Authority. The person or persons executing this Estoppel on behalf of the City are duly authorized to do so, and no additional signatures, consents, or approvals are required in order for this Estoppel to be binding on the City. The City acknowledges and agrees that Current Owner and Buyer are relying upon the contents of this Estoppel and the City's execution hereof, and that in consideration for such material reliance the City shall now and forever be estopped from denying the validity of this Estoppel and the City knowingly and expressly waives any such claim or defense.

[Signature page follows.]

IN WITNESS WHEREOF, the City has caused this Estoppel to be duly executed and to become effective as of the date first set forth above.

CITY:

CITY OF PERRIS, a municipal corporation

By: _____

Name: _____

Title: _____