



**AGENDA
REGULAR MEETING
ADMINISTRATION, FINANCE and PLANNING COMMITTEE**

**Larry Greene
Randy Bonner**

**Tuesday, August 1, 2017
8:00 a.m.**

**Canyon Lake Council Chambers
31516 Railroad Canyon Road
Canyon Lake, CA 92587**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Update by Charles Abbott Associates
6. Landscape Bid **Pg. 3**
7. Fee Study Bid **Pg. 135**
8. Review of August 2, 2017 Council Meeting Agenda – Recommendations to Council
 - a. Claims and Demands **Pg. 183**
 - b. Credit Card Review
9. Investment Report
10. Update Regarding Utility Users Tax Collected to Date
11. City Hall Hours **Pg. 231**
12. Discussion regarding smoking restrictions **Pg. 233**
13. City Council Reimbursement Policy **Pg. 239**
14. Staff Comments
15. Committee Member Comments
16. Adjournment

Next Meeting Date: September 4, 2017

**City of Canyon Lake
City Council
Staff Report**

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

BY: Margaret Monson, Associate Engineer, Public Works

DATE: August 2, 2017

SUBJECT: Award of Contract – Landscape Maintenance Services for the City of Canyon Lake

Recommendation

That City Council:

1. Award and authorize the City Manager to execute a contract and the City Manager or his designee to administer the terms of the contract to the lowest responsible bidder with Charles T. Andrews, Inc. DBA CTAI Pacific Greenscape, in the not-to-exceed amount of \$63,000.00 for providing Landscape Maintenance Services.

Background

In July of 2017 a Request for Bids for Landscape Maintenance on Railroad Canyon Road was electronically advertised. Local contractors were invited to bid via the City website and through advertisement in the local paper. A mandatory pre-bid meeting was held and five contractors attended. On July 20, 2017, one bid was received and opened. Charles T. Andrews, Inc. DBA CTAI Pacific Greenscape of Murrieta, California, for \$63,000.00.

LANDSCAPE MAINTENANCE BID #2017-08

| Item # | Item Description | Price | Item Total |
|--------|---|-------------------|--------------------|
| | | Monthly | |
| 1 | Railroad Canyon Road right of way, slopes and medians | \$5,000.00 | \$60,000.00 |
| 2 | Fire Station | \$250.00 | \$3,000.00 |
| | Bid List Total: | \$5,250.00 | \$63,000.00 |

CTAI Pacific Greenscape has been the City’s Landscape Maintenance provider for the previous two years and performed their duties satisfactorily, repairing irrigation system and the landscape lighting system as well as maintaining the planting under the contract, which expires September 2, 2017. The previous year’s contract was for \$62,400.00 with an amendment for including the

fire station at \$3,000.00. This contract is for a two-year period and allows for a single two year extension of service with the same financial terms.

Fiscal Impact

The Landscape Maintenance budget of \$63,000 was anticipated in this fiscal year 2017/2018 General Fund Budget and was planned for with the widening and construction of Railroad Canyon Road in 2012.

Attachments

Landscape Maintenance Request For Proposals 2017
Agreement with Charles T. Andrews, Inc. DBA CTAI Pacific Greenscape

BID DOCUMENTS
FOR
LANDSCAPE MAINTENANCE

**Including irrigation repair and
maintenance with a reclaimed water
component**



**PREPARED BY:
CITY ENGINEER
City of Canyon Lake**



**BID OPENING – 10:00 AM, July 20, 2017
City Clerk's Office
31516 Railroad Canyon Road
Canyon Lake, CA 92587**

PROJECT INFORMATION SHEET

Project: Landscape Maintenance

Mandatory Site Walk-Through: July 06, 2017 from 8:00 AM to 9:30 AM

Bid Date: July 20, 2017 @ 10:00 AM

Award Contract Date: August 02, 2017

Contract Start Date: September 2, 2017

Contract Duration: Twenty-four (24) Calendar Months

Liquidated Damages: \$250.00 per calendar day

Project Description: Contractor shall provide the necessary manpower and equipment to maintain the areas listed in the specified locations, at the level of maintenance and service defined by City, for a period of twenty-four months commencing on September 2, 2017. City has the option of extending the contract for an additional year after this date, based on the performance of the Contractor. The work shall include, but is not limited to, proper horticultural maintenance of all landscape materials and hardscape structures as designated in the following specifications and per the Frequency Schedule.

Contact Person of Purchasing Bid Package: City Clerk
(951) 244-2955

Contact Person for Contract Inquiries: City Engineer's Office
Margaret Monson
(951) 244-2955

Contact Person for Landscape Maintenance Inquiries: Landscape Architect
Steven Frenken
(909) 856-0858

Note: See specifications for details regarding the above information.

CITY OF CANYON LAKE
NOTICE INVITING SEALED BID PROPOSALS
For
LANDSCAPE MAINTENANCE

PUBLIC NOTICE HEREBY IS GIVEN that the City of Canyon Lake (“City”) invites sealed bids for the above referenced project and will receive such bids at City Hall, up to the hour of **10:00 AM on July 20, 2017**, after which time they will be publicly opened and read aloud.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the Specifications and Contract documents for the above stated project.

Printed copies of said Specifications and Contract documents are available from the City at City Hall for a non-refundable fee of \$20; alternatively, Specification and Contract documents may be obtained, free of charge, in electronic format by accessing the City website www.cityofcanyonlake.org and downloading the documents.

This contract generally will be for twenty four months, starting on or about September 02, 2017, and ending on September 02, 2019.

Requests for clarifications, questions and comments must be clearly labeled, “Written Questions for Bid No. 2017-08 and addressed to Margaret Monson, Associate Engineer, City of Canyon Lake. The City is not responsible for failure to respond to a request that has not been so labeled. **All questions must be put in writing and be received by the City no later than 5:00 PM on July 12, 2017.** Answers to questions will be provided to all those requesting the bid packet. Addenda will be posted on the website if necessary.

Bids must be prepared on the approved proposal forms in conformance with the instructions to bidders and submitted in a sealed envelope plainly marked on the outside “SEALED BID: CITY OF CANYON LAKE LANDSCAPE MAINTENANCE DO NOT OPEN WITH REGULAR MAIL.” Each sealed envelope shall be addressed to:

Margaret Monson
Public Works Department
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

PREVAILING WAGES - Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations’ Internet web site at www.dir.ca.gov. Future effective prevailing wage rates that have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. The Contractor must show the ability to keep appropriate certified payroll records.

| | |
|---|-----------------------------------|
| Award Contract: | August 02, 2017 |
| Mandatory Pre-contract Start-up Meeting: | August 16, 2017, 8:00 a.m. |
| Notice to Proceed: | August 31, 2017 |
| Contract Start Date: | September 02, 2017 |

As provided for in Section 22300 of the California Public Contract Code, the contractor may substitute securities for any monies withheld by the City to ensure performance under the contract.

The City reserves the right to reject any and all bid proposals and to waive any technical irregularities, to accept any bid or portion thereof, and to take all bids under advisement for a period of sixty (60) days.

At the time of contract award, the prime contractor shall possess a City of Canyon Lake Business License, a C-27 license, a California Pest Control Applicators License, a Riverside County Pesticide Business License, ISA Arborist certification, Irrigation Association Certified Landscape, and Irrigation Auditors Certificate. **In addition, the prime contractor and all subcontractors must be registered with the California Department of Industrial Relations.**

PLEASE BE SURE TO COMPLETE ALL REQUIRED CITY FORMS CONTAINED IN THE PACKET. INCOMPLETE FORMS MAY LEAD TO DISQUALIFICATION OF BIDDER.

BID TERMS AND CONDITIONS/INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

REQUIREMENT TO MEET ALL BID PROVISIONS

Each bidder shall meet all the specifications, bid terms, and conditions. Non-substantial deviations may be considered provided that the bidder submits a full description of, explanation of, and justification for the proposed deviations. The City will make a final determination of any proposed deviation.

BID RETENTION AND AWARD OF CONTRACT

City reserves the right to retain all bids for a period of sixty (60) days for examination and comparison. City also reserves the right to waive technical or non-substantial irregularities in any bid, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make an award to the lowest responsible, responsive bidder as the interest of the City may require.

INSPECTION OF SITES

Bidders must examine all sites and become acquainted with all conditions affecting the work. In submitting a bid, the bidder warrants that it has made such site examinations, as they deem necessary to determine the condition of the sites, accessibility to materials, workmen and equipment, and to determine the bidder's ability to protect existing surface and subsurface improvements. No claim for allowances – time or money – will be allowed to such matters. A mandatory site walk-through is scheduled for July 06, 2017, from 8:00 a.m. to 9:30 a.m.

BID WITHDRAWAL, LATE SUBMISSIONS, PUBLIC BID OPENING

A bidder may withdraw a proposal, without prejudice, prior to the time specified for the bid opening, by submitting a written request to the City Manager for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any other place other than the place stated in the "Notice Inviting Bids" will be considered. All bids will be opened and declared publicly. Bidders, or their representatives, are invited to be present at the opening of the bids.

SUBMISSION OF ONE BID ONLY

No individual or business entity of any kind shall be allowed to make, file, or be interested in more than one bid, except an alternative bid when specifically requested. However, an individual or business entity which has submitted a sub-proposal to a bidder submitting a proposal, or has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.

NON-COLLUSION AFFIDAVIT

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent or employee of the City is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud. The Affidavit of Non-Collusion shall be executed and submitted with the bid.

CONTRACT DOCUMENTS IDENTIFIED

The complete Contract Documents are identified in the Agreement. Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the plans, specifications or attachments in making their bid.

COMMUNICATIONS REGARDING BID

All timely requests for information submitted in writing (including email) will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted; however, any such oral communication shall not be binding on the City.

INTERPRETATION OF DOCUMENTS

Discrepancies, omissions, ambiguities and requirements likely to cause disputes between trades and similar matters shall be promptly brought to the attention of the City Manager in writing. When appropriate, written Addenda may be issued by the City. No communication by anyone as to such matters except by Addenda affects the meaning or requirements of the Contract Documents.

ADDENDA

City reserves the right to issue written Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with City its name, address, phone number and email address for the purpose of receiving Addenda. City will cause copies of Addenda to be mailed, delivered or e-mailed to such names at such addresses. To be considered, a Contractor's Proposal must list and take into account all issued Addenda. Bids, to be acceptable, must acknowledge receipt of all Addenda.

REQUIREMENT TO BID ON THE ENTIRE WORK

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit-basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- b) As to unit-based items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The evaluation of bids and award of contract shall be based solely on the final decision of the City.

EXTRA WORK AND EMERGENCY WORK

During the course of the contract period, additional services, labor and materials beyond those specified in the contract may be required and performed on a time-and-material basis.

Contractor may notify City of the need for Extra Work and/or City may request Extra Work. City will issue a Work Request form upon which Contractor will provide estimated labor, material

and/or unit price costs. Contractor must have a signed work order from the City designated representative before beginning Extra Work.

Contractor shall provide twenty-four (24) hour emergency service, with prompt correction or mitigation of emergency damage, when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within two (2) hours. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at the contract rate for additional work. Work should be limited to the level required to mitigate an emergency and future repairs shall be completed during normal working hours.

Extra Work will be a separate item from normal contractual duties. Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay those duties.

Extra Work that has been approved by the City designated representative shall be billed on a separate invoice in duplicate and is not to be included on the invoice with the monthly payment. The invoice for extra work shall show the exact location of the work, include the name and address of the site. The invoice shall list the materials used with their unit price and total cost; the amount of time to complete the job; the cost of labor as recorded in the Line-Item Price Sheet for Extra Work Categories in the contract.

COMPARISON OF BID PROPOSALS

After the bid proposals for the contemplated work have been opened and read as provided here, the respective totals thereof, will be verified and compared; and the results will thereupon be made public.

AWARD OF CONTRACT

The award of the contract, if any, will be made to the lowest responsive and responsible bidder whose bid proposal complies with all the prescribed requirements, but until an award is made the right will be reserved to reject any or all bid proposals, or to waive technical errors or discrepancies, or to take any other actions allowed by law, if to do so is deemed to best serve the interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility qualifications and responsiveness of the bidder to whom it is proposed to make such award.

BID PROPOSAL GUARANTY

Each bid proposal submitted must be accompanied either by cash, or by a certified or cashier's check, or a surety bond, payable to the City in an amount equivalent to at least ten percent (10%) of the total aggregate bid price of such bid proposal, or in such additional amount as may be otherwise provided by law, as a guarantee that the bidder, if his bid proposal be accepted, will promptly execute the contract, secure payment of Worker's Compensation Insurance, furnish a satisfactory Faithful Performance Bond in the amount of one hundred percent (100%) of the total annual bid price, and a Labor and Material Bond in the amount of one hundred percent (100%) of the total annual bid price. No bid proposal will be accepted unless such cash, check or surety bond is enclosed therewith. The bidder must duly execute the Bid Proposal bond and a financially sound surety company authorized to transact business in this state as a "California admitted insurer." Each bidder shall identify the surety company that will furnish payment/ performance bonds if awarded the contract.

Should any bidder to whom an award is made fail to properly enter into and execute the awarded contract, the cash, check or bond submitted with his bid proposal shall be forfeited to, and become the property of the City; whereupon the City shall have the right to collect the amount thereof by any appropriate means.

Following the award of the contract the bid proposal guarantees will be returned to the respective bidders by whom they were submitted, except as otherwise provided.

No bidder may withdraw his Bid Proposal for a period of sixty days after the date of the bid proposal opening.

DISQUALIFICATION OF BIDDERS

The successful bid must be responsive and responsible. Bid proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, erasures or irregularities of any kind, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A bid proposal on which the signature of the bidder has been omitted may, at the discretion of the City, be rejected.

The City reserves the right to find a Bid Proposal of a bidder who has been delinquent, is in current litigation with the City or has been within the preceding twelve (12) months, or was unfaithful in any former contract with the City, non-responsible.

COMPETENCY OF BIDDERS

Bidders must be thoroughly competent, and capable of satisfactorily performing the work covered by the bid proposal. When requested, a bidder shall furnish such statements relative to previous experience on similar work, the plan of procedure proposed, and the organization, machinery, plant and other equipment available for the contemplated work, and the financial condition and resources of the bidder, as may be deemed necessary by the City in determining such competence and capability.

LICENSES AND CERTIFICATES REQUIRED

At the time of the bid submittal, the bidder must have current licenses and certifications as listed below plus any others determined to be applicable. This includes a joint venture formed to submit a bid.

- City of Canyon Lake Business License
- C-27 Landscape Contractor License
- California State Pest Control Applicators License
- Riverside County Pesticide Business License
- ISA Arborist Certification
- Irrigation Association Certified Landscape Auditor Certificate

SIGNATURE

The bid proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid proposal on behalf of the bidder.

ALTERING BID PROPOSALS

Changes in, or additions to, the bid proposal form, recapitulations of the work bid upon, alternative bid proposals or any other modifications of the bid proposal form which is not specifically called for in the contract documents may result in the City's rejection of the bid proposal as not being responsive to the invitation to bid. No oral or telephonic modification of any bid proposal submitted will be considered, a facsimile transmittal of modification is acceptable when a facsimile confirmation sheet is attached and evidences that a confirmation of the facsimile duly signed by the bidder was transmitted prior to the opening of bid proposals. The bid proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid proposal.

BONDS – labor and materials not required under \$25,000; faithful performance not required but recommended

The bidder shall secure with a responsible corporate surety, or corporate sureties, satisfactory bonds conditioned upon faithful performance by the bidder of all requirements under the contract and upon the payment of claims of materials, men and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the annual payments to be made under the contract computed on the basis of the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the annual payment to be made under the contract computed on the basis of the prices stated in the proposal.

BID PROPOSAL SUBMISSION – INSTRUCTIONS FOR A COMPLETE PACKAGE

The City shall accept a sealed bid proposal submitted on the provided Contractor's Proposal Submission Form, which shall be combined with the bid terms, conditions and specifications for a complete agreement.

All bid proposals shall be submitted in sealed envelopes with the following information legibly written on the outside:

- Company name and business address
- Contractor's State Contractor's license type and number
- Business telephone number
- Contact person
- Name of the project for which the bid proposal is submitted

It is the sole responsibility of the bidder to see that the bid proposal is received in proper time. Any bid proposal received after the scheduled closing date and time for receipt of bid proposals will be returned to the bidder unopened.

The bid proposal cost quotation shall include all costs for the contractor to accomplish the work outlined in the proposal and shall be all-inclusive. If provision is made for alternatives, they must all be bid, unless otherwise provided in the Specific Terms and Conditions. No mention shall be made of Sales Tax or Use Tax as all bid prices submitted will be considered to include such taxes.

Bids must be submitted on all items and schedules included in the Contract Documents. Failure to bid on all items and schedules may result in the bid being rejected as non-responsive.

The Contractor's bid proposal package shall include the following completed, and where indicated, executed and notarized, forms and statements:

- Contractor's Proposal Form
- Bidder's Bond Form
- Subcontractor List, if any
- Experience Qualifications – Similar Services Contract References (3)
- Affidavit for Non-Collusion (appropriate form for company bidding)

BID PROTEST PROCEDURES

Any protest of the proposed award of bid to the Bidder deemed the lowest responsible and responsive Bidder must be submitted in writing to the City no later than 5:00 p.m. on the third (3rd) business day following the date of the bid opening.

The initial protest must contain a complete statement of the basis for the protest.

The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.

The party filing the protest must have actually submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder, but must timely pursue its own protest.

The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

The City shall review all timely protests prior to formal award of the bid. The City shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the City Manager, or if otherwise legally required. At the time of the City Board's consideration of the award of the bid, the Board may also consider the merits of any timely protests and the City Manager's recommendation thereon. The City Board may either accept the protest and award the bid to the next lowest responsible bidder, or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City's Executive Board right to reject all bids, to rebid the project, to perform the work by force account or waive technical irregularities.

Any protest during the term of the contract is subject to the procedures set forth in Public Contract Code Section 9204, attached and incorporated.

EXECUTION OF CONTRACT

The agreement shall be signed by the awardees and returned to the City together with the contract bonds, and other contract documents as required, within ten (10) business days after it has been delivered or mailed to him or his authorized agent.

No bid proposal shall be considered as being binding upon the City until the contract is fully executed; and failure of the awardees to properly execute the awarded contract and file acceptable bonds as provided in the Standard Specifications, shall be just and sufficient cause for the annulment of the award by the City and the forfeiture of his bid proposal guaranty.

LISTING SUBCONTRACTORS

Each Bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Gov. Code Sec. 4100 and following). Forms for this purpose are furnished with the contract documents.

BID DEPOSIT RETURN

Deposits of three or more low bidders on each alternate, the number being at the discretion of the City, will be held for sixty (60) days or until posting by the successful bidder of the Bonds required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be required after consideration of the bids.

“OR EQUAL”

All specifications shall be deemed to include the words “or equal;” provided, however, that permissible exceptions hereto shall be specifically noted in the specifications.

EMPLOYMENT OF APPRENTICES

The Contractor, and all subcontractors, shall comply with the provisions in Sections 1777.5, (Chapter 1411, Statutes of 1968), and 1777.6 of the California Labor Code concerning the employment of apprentices. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprentice able occupations, regardless of any other contractual or employment relationships alleged to exist. In addition to the above State Labor Code Requirements regarding the employment of apprentices and trainees, the Contractor and all subcontractors shall comply with Sections 5 a. 3, Title 29 of the Code of Federal Regulations (29CFR) if applicable.

SCOPE OF WORK

Contractor shall provide the necessary manpower and equipment to maintain the areas listed in the specified locations, at the level of maintenance and service defined by City, for a period of twenty-four months commencing on September 2, 2017. City has the option of extending the contract for an additional year after this date, based on the performance of the Contractor. The work shall include, but is not limited to, proper horticultural maintenance of all landscape materials and hardscape structures as designated in the following specifications and per the Frequency Schedule.

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein. Each bidder shall be responsible for

researching the existing conditions and matters that affect the cost or performance of the services.

TEMPORARY SUSPENSION OF WORK

The City shall have the authority to suspend the work wholly or in part, for such a period as it may deem necessary, due to the unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as it may deem convenient due to failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately obey such order and shall not resume the work until so ordered in writing by the City.

CONFERENCES AND MEETINGS

When and as directed by the City, the Contractor shall attend all conferences and meetings that the City deems necessary for the proper progress of work under this contract and attendance at such meetings shall be included in the contract price.

ALTERATIONS AND ADDITIONS

The City may, if it deems it necessary, make alternations and modifications to the Specifications and plans for the work, covering any portion under such altered or modified work shall be agreed upon in writing endorsed upon the original contract and signed by the proper parties to the contract. It is expressly understood and agreed that such alterations, additions, modifications or omissions shall not in any way violate or annul the contract. Whenever, during the progress of work, any additional work or change or modification in the work contracted for is agreed upon as aforesaid, such additional work or modification shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

PAYMENTS

In accordance with the terms of the contract, the City's payment of non-disputed invoices generally will be net 30 from date of receipt of invoice. In submitting proposals under these specifications, contractors should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.

CERTIFIED PAYROLL

Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform to those posted at the City offices and the Project site.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1773.8 -Travel and Subsistence Pay
2. Section 1774 - Prevailing Wage Requirement
3. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates
4. Section 1776 - Payroll Records
5. Section 1777.4 - Apprenticeship Requirements
6. Section 1777.5 - Apprenticeship Requirements
7. Sections 1810 and 1811- Working Hour Restrictions

8. Section 1813 - Penalty for Failure to Pay Overtime
9. Section 1815 - Overtime Rate Requirement

INDEMNIFICATION

In addition to any other indemnification provisions of the Contract Documents, and specifically indemnifications for hazardous materials, Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers 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 negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, 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 counsel's 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 Agreement.

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 agreement, 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 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.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance or subject matter of this agreement. In the event contractor fails to obtain such indemnity obligations from others as required here, contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

AWARD AND EXECUTION OF CONTRACT

Within ten (10) business days after the date of the City's notice of award, the Contractor shall execute and return the following contract documents to the City:

- Contract Agreement
- Faithful Performance Bond, if any
- Labor and Materials Bond, if any
- Public Liability and Property Damage Insurance Certificate with Endorsement
- Automobile Insurance with Endorsement
- Workers' Compensation Insurance Certificate
- Tax identification information
- Any other required information, such as that to confirm corporate existence and/or authority

Failure to comply with the above will result in annulment of the award and forfeiture of the bid proposal Guarantee. The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials. A corporation to which an award is made is required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation has the authority to do so.

HOURS OF WORK

The Contractor shall accomplish all construction work between the hours of 7:00 AM and 4:30 PM during the normal workweek, Monday through Friday.

The Contractor will coordinate inspections with the Public Works Inspector 48 hours prior to any work being done during evenings or Saturdays.

ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

The contractor, and all subcontractors, suppliers and vendors, shall comply with any and all applicable local, state and federal laws and regulations.

The contractor at its sole expense shall obtain any and all applicable permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

It is part of the service required of the contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life or property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the City, an emergency exists against which the contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the contractor's operations and when, in the opinion of the City, immediate action is necessary in order to protect the public or property due to the contractor's operations under this contract, the City will order the contractor to provide a remedy for the unsafe condition. If the contractor fails to act on the situation within a reasonable

time period, the City may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the City may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the contractor. However, if the City does not take such remedial measures, the contractor is not relieved of the full responsibility for public safety.

FORMS

**AFFIDAVIT OF NON-COLLUSION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

CITY OF CANYON LAKE LANDSCAPE MAINTENANCE

State of California)
County of Riverside) ss

Charles Andrews, being first duly sworn, deposes and says that he/she is of President, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and neither collusive nor sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: Charles Andrews
Signature (CONTRACTOR)

President
Title (CONTRACTOR)

A notary public or other officer completing this certificate verifies on 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.

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20____

Signature of Officer Administering Oath
(NOTARY PUBLIC)

See Attached Notarized
Document Dated 07/19/2017

CALIFORNIA JURAT

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 }

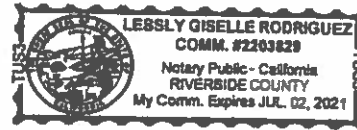
Subscribed and sworn to (or affirmed) before me on this 19 day of JULY, 2017
Date Month Year

by Charles Andrews

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: Lesly Giselle Rodriguez
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment 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: _____

CONTRACTOR'S PROPOSAL

Date July 18 2017

To the City of Canyon Lake:

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:

Charles Andrews - President - Manager

Stephanie Andrews - V. President - Treasurer - Secretary

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

(b) That this bid proposal is made without collusion with any person, firm or corporation.

(c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid proposal solely upon his own knowledge.

(d) That by submitting this bidder's Proposal, he acknowledges receipt and knowledge of the contents of those communications sent by the Desert Recreation City to him at the address furnished by him to the Desert Recreation City when this bid proposal form was obtained.

(e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid proposal in accordance therewith.

(f) That, if this bid proposal is accepted he will enter into a written contract for the performance of the proposed work with the City.

(g) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates, and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid proposal is a certified or cashier's check or bidder's bond, payable to the order of the City in the amount of

Six thousand - three hundred DOLLARS (\$ 6,300⁰⁰) Said BIDDER's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state as a "California admitted insurer".

It is understood and agreed that should the bidder fail within ten business days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said cash, check, or bidder's bond, shall become the property of the Desert Recreation City, but if this contract is entered into and said bonds are furnished, or if the bid is not accepted then said check or cash shall be returned to the undersigned, or the bidder will be released from the bidder's bond.

CTAI Pacific Greenscape

Print Name of Bidder

23520 Kettle Rd. Murrieta, Ca 92562
Street Address City Zip Code

Telephone Number 951-696-2277


Signature of BIDDER

CONTRACTOR'S PROPOSAL (CONTINUED)

SPECIFIC TERMS AND CONDITIONS

BID LOCATIONS

| ITEM | DESCRIPTION | PRICE (MONTHLY) | PRICE (ANNUALLY) |
|--------------|---|----------------------------|-----------------------------|
| 1. | Railroad Canyon Road Right of Way, slopes and Medians | \$ 5,000.00 | \$ 60,000.00 |
| 2. | Fire Station | \$ 250.00 | \$ 3,000.00 |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| TOTAL | | \$ 5,250.00 | \$ 63,000.00 |

TOTAL AMOUNT BASE BID IN FIGURES \$ 63,000.00

TOTAL AMOUNT BASE BID IN WORDS _____

Sixty three thousand dollars and zero cents

BID PROPOSAL FORM

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Charles T. Andrews Incorporated

Db a C T A I Pacific Greenscape as principal, and

Argonaut Insurance Company as surety, are held and firmly bound unto the City, hereinafter "City" in the sum to ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of G.A.B. (Ten Percent of the Greatest Amount Bid)

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above mentioned bid to the City for landscape maintenance services specifically described as follows, for which bids are to be opened at the City of Canyon Lake, City Hall, on Juy 20th, 2017 [time] at _____*_____ [address].

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid proposal, and files the two bonds with the City, one to guarantee faithful performance and other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

* 31516 Railroad Canyon Road, Canyon Lake, CA 92587

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 17th
day of July, 2017


Charles T. Andrews Incorporated
Dba C T A I Pacific Greenscape _____ (seal)

 _____ (seal)

_____ (seal)

_____ (seal)
PRINCIPAL

Argonaut Insurance Company _____ (seal)

 _____ (seal)

SURETY Gabriella Grady, Attorney-in-Fact
C/o CMGIA - 20335 Ventura Blvd., Suite 426
Woodland Hills, CA 91364 _____ (seal)

ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Premium : \$ N/A

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:
Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED. That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013.



Argonaut Insurance Company
[Signature]

by: _____
Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D. before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



[Signature]

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 17th day of July, 2017.



[Signature]

Sarah Heineman, VP-Underwriting Surety

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 LOS ANGELES)

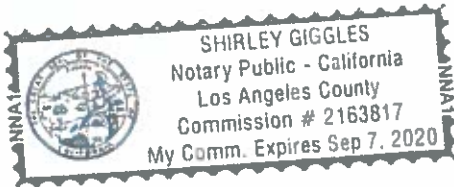
On JUL 17 2017 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared GABRIELLA GRADY
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 [Signature]
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: _____

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: _____

SUBCONTRACTOR LIST

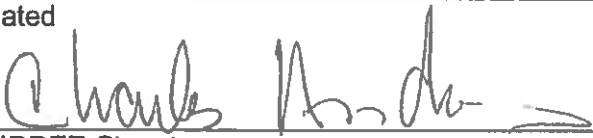
In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General contractor in or about the landscape maintenance services in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of the work which will be done by each subcontractor.

| Name of Subcontractor on License | Address of Office | License Number | Work to be completed by subcontractor |
|----------------------------------|---|----------------|---|
| Patrick Hamamoto | 33103 Nancy Ln. Menifee, CA 92583 | #WE8835A | Arborist |
| Jaime Bayona | 1801 Pierce St. 2nd Floor Riverside, CA. 92505 | #61662 | Certified Landscape Irrigation Auditor |
| | | | |
| | | | |
| | | | |

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)

7/19/2017

Dated _____



 BIDDER Signature

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA)
)ss
COUNTY OF Riverside)

Charles Andrews, being first duly sworn,
deposes and says:

That he is President of,

CTAI Pacific Greenscape

a corporation which is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Recreation City or any person interested in the proposed contract, for himself or for any other person.

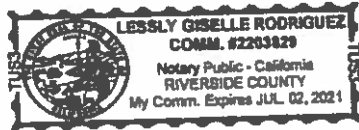
Charles Andrews
Signature

A notary public or other officer completing this certificate verifies on 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.

Subscribed and sworn (affirmed)
to before me this

19 day of JULY, 2017

Lessly Giselle Rodriguez
Signature of Officer Administering Oath
(NOTARY PUBLIC)



AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

_____, being first duly sworn,
deposes and says:

That he is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Recreation City or any person interested in the proposed contract, for himself or for any other person.

Signature

A notary public or other officer completing this certificate verifies on 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.

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20__

Signature of Officer Administering Oath
(NOTARY PUBLIC)

AFFIDAVIT FOR JOINT VENTURE

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

_____, being first duly sworn,
deposes and says:

That he is _____ of,

_____,
one of the parties submitting the foregoing bid proposal as a joint venture and that he has been
and is duly vested with the authority to make and sign instruments for and on behalf of the
parties making said bid proposal who are:

that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a
sham bid proposal or that such other person shall refrain from bidding; and has not in any
manner sought by collusion to secure any advantage against the Recreation City or any person
interested in the proposed contract, for himself or for any other person.

Signature

A notary public or other officer completing this certificate verifies on 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.

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20____

Signature of Officer Administering Oath
(NOTARY PUBLIC)

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ hereinafter referred to as "Contractor" as PRINCIPAL, and

_____ as SURETY, are held and firmly bound unto the City of Canyon Lake, hereinafter referred to as the "City", in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum, will and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said contract has been awarded and is about to enter into the annexed contract with said CITY for consideration of the work under the specification entitled **CITY OF CANYON LAKE** - _____ and is required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his part to be done and performed at the time and in the manner specified herein; this obligation shall be null and void; otherwise it shall be and in full force and effect;

PROVIDED, that any alterations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said contract shall not in any way release said Contractor or the Surety thereunder nor shall any extension of item granted under the provisions of said contract release either said Contractor or said Surety and notice of such alterations or extensions of the contract is hereby waived by such Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

_____ day of _____, 20____.

PRINCIPAL

SURETY

BY: _____ BY: _____
(SEAL) (SEAL)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter referred to as "Contractor" as PRINCIPAL, AND _____

as SURETY, are held and firmly bound unto the CITY hereinafter referred to as the "City," in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contract has been awarded and is about to enter into the annexed contract with said City for construction of the work under the City's specification entitled **CITY OF CANYON LAKE** - _____ required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for any materials, provisions, provender or other supplies, or for the use of implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also in case suit is brought upon this bond, a reasonable attorney's fee, to be fined by the court. This bond shall be for the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____

day of _____, 20__.

PRINCIPAL

SURETY

BY: _____

BY: _____

(SEAL)

(SEAL)

GENERAL PROVISIONS

The work embraced herein shall be done in accordance with the applicable portions of the current edition of the "Greenbook Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California, except when said "Green book Specifications" are in conflict with other contract documents.

The "General Provisions" contained in said "Green book Specifications" are by this reference incorporated herein as the General Provisions of these contract documents, subject to the following modifications and additions.

1. Section 2-3, "Subcontracts" Section 2-3 of said "Greenbook Specifications" is amended to read:

Unless otherwise provided in Section 4100.5 of the Government Code, each bidder shall file with his bid the name and address of each subcontractor who will perform the work or labor or render service to the prime Contractor in or about the construction of the work or improvement and of each subcontractor, licensed by the State of California, who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime Contractor's total bid. Only one subcontractor shall be listed for each portion of the work, which portion shall be defined in the bid. In each instance, the nature and extent of the work to be sublet shall be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

2. Section 3-4, "Changed Conditions" Section 3-4 of said "Greenbook Specifications" is amended to read:

All loss or damage arising out of the nature of the work to be done under the contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from the action of the elements (except as otherwise provided in Section 6-6 hereof) or from encumbrances on the line of the work, shall be sustained by the Contractor.

3. Section 4-1.1, "General" Section 4-1.1 of said "Greenbook Specifications" is amended to read:

No materials, supplies or equipment for the work under this contract shall be purchased subject to any chattel, mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the City free from any

claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection of any right under any law permitting such persons to look to funds due the Contractor, in the hands of the City. The provisions of this article shall be inserted in all subcontracts and material contracts, and notices of its provisions and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

4. Section 6-9, "Liquidated Damages" Section 6-9 of said "Greenbook Specifications" is amended to read:

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the contract, damage will be sustained by the City. Because it is impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain, in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City \$250 for each and every calendar days delay in finishing the work in excess of the number of days prescribed.

The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

5. Section 7-2.1, "General" Section 7-2.1 of said "Greenbook Specifications" is amended to read:

The Contractor, his agents and employees, shall be bound by and comply with all applicable provisions of the Labor Code and with Federal, State and local laws related to labor. Particular attention is directed to:

- A. Hours of Labor: Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City, \$25.00 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees shall be permitted upon compensation for all hours worked in excess of 8 hours per day and/or 40 hours per week at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

- B. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and ever Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter".

- C. Prevailing Wage: The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City, \$25.00 for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City has ascertained the general prevailing rate of wages (Which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. The Contractor shall pay travel and subsistence payment to each worker as such payments are defined and required in applicable collective bargaining agreements filled in connection with Labor Code Section 1773.8.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.

- D. Contractor's Licensing Laws: Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors.
- E. Apprentices: Attention is directed to the provisions of Section 1777.5 and section 1777 .6 of the labor code concerning the employment of apprentices by the contractor or any such subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices. Apprentices engaged in the work shall be employed by the contractor or subcontractor only in strict conformity

with applicable law, rule or regulation governing the employment of apprentices, including without limitation, Labor Code 1777 .5. Employment of apprentices in violation of Labor Code 1777 .5 may result in the imposition of sanctions and penalties pursuant to Labor Code 1777.7.

In the awarding of any contract or written order for any public work or improvement, the Director of Public Works/City Engineer, or his/her designee, shall require all contractors and subcontractors offering or agreeing to perform any work on said public improvement to provide proof of participation as a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed.

They shall also provide information concerning their experience, financial qualifications and ability to perform said contract or subcontract, as well as to whether said contractor or subcontractor possesses, or can obtain the necessary equipment in time to perform said contract or subcontract.

Should the Director of Public Works/City Engineer, or his/her designee, determine that said contractor or any subcontractor is not a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070). Division 3, of the Labor Code of the State of California and certified by the State Division of Apprenticeship Standards, where such programs exist for the work to be performed, or he/she does not possess the necessary experience and financial qualifications to perform said contract or subcontract, or that he/she does not possess, or cannot obtain in due time the necessary equipment to perform said contract, the Director of Public Works Engineer, or his/her designee, may reject the bid of any said contractor or subcontractor.

If such determination affects only a subcontractor then the Director of Public Works/City Engineer, or his/her designee, may compel the contractor to substitute a subcontractor who is a signatory to a recognized apprenticeship and/or training program under Chapter 4, (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed, or who, in the opinion of the Director of Public Works/City Engineer, or his/her designee, process the necessary experience, financial qualifications, and equipment to perform said subcontract.

This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000.00).

6. Section 7-3. "Insurance" Section 7-3 of said "Greenbook Specifications" is amended to read:

7-3 "Contractor's Liability and Insurance"

7-3.1 Contractor's Liability: The City, its Council, Engineer, employees or agents 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 workers employees of Contractor or its 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, except willful misconduct of City, or its agents, servants, or independent Contractors directly responsible to.

Contractor shall hold the County of Riverside, its officers, agents and employees free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of principal, its officers, agents, employees or Sub-contractors relating to or in any way connected with or arising from the accomplishment of the work, whether or not such acts or omissions were in furtherance of the work required by the Contract Documents and agrees to defend at his expense, including attorney fees, Owner, County of Riverside, its officers, agents, employees and independent Architect in any legal action based on any such alleged acts or omissions.

The Certificate of Insurance supplied to the City of Canyon Lake shall name the City of Canyon Lake, its officers, employees, agents and independent contractors as additional insured and the County of Riverside as additional insured and shall specify that the City of Canyon Lake and the County of Riverside be given thirty (30) days prior written notice of any modification, decrease or termination of the Contractor's insurance coverage. Such insurance shall be subject to approval by the City of Canyon Lake.

- A. Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
- B. Contractor will promptly pay any judgment rendered against Contractor of the City covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the City harmless therefrom.
- C. In the event the City is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the work, operation or

activities of Contractor hereunder, Contractor agrees to pay to the City any and all costs and expenses incurred by the City in such action or proceeding together with the reasonable attorney's fees.

A portion of the money due to the Contractor, under and by virtue of the contract as shall be considered necessary by the City, may be retained by the city until disposition has been made of such actions or claims for damages as aforesaid.

- 7-3.2 Liability Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required hereunder in a company - or companies acceptable to the City nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The Contractor shall take out and maintain at all times during the lift of this contract the following policies of insurance:

The Contractor shall provide the City with a Certificate of Insurance on City form evidencing a comprehensive liability insurance policy with a combined single limit of not less than \$2,000,000 each occurrence (Comprehensive Personal Injury and Property Damage Liability Insurance, including automobiles, as shown in Section 7-3 of latest edition including amendments of Greenbook Specifications) in connection with the work performed.

Each such policy of insurance shall:

- A. Be issued by an insurance company, approved in writing by the City, which is qualified to do business in the State of California;
- B. Name and list as additional insureds the City and the persons and entities, if any, designated in the Special Provisions;
- C. Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
- D. Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until (30) days after receipt by the City of a written notice of such cancellation or reduction on coverage, as evidenced by receipt of a registered letter".

- E. Otherwise by in form satisfactory to the City.

7. Section 7-3.3, "Workers' Compensation Insurance" Section 7-3.3 of said "Greenbook Specifications is amended to read:

Before execution of the contract by the Board, the Contractor shall file with the engineer the following certification:

"I am aware of, and will comply with, Section 3700 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the engineer before execution of the contract". The City, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

Said policy of insurance shall contain an endorsement which:

- A. Waives all right of subrogation against the City and any persons and entities designated in the Special Provisions to be listed as additional insureds in the policy of insurance provided for in Section 7-3.2 by reason of any claim arising out of or connected with the operations of Contractor or any subcontractor in performing the work provided for herein;
- B. Provides it shall not be cancelled or altered without thirty (30) days' notice thereof given to the City by registered mail.

The Contractor shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

8. Section 7-13. "Laws to Be Observed" Section 7-13 of said "Greenbook Specifications" is amended to read:

The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies of tribunals having any jurisdiction or authority over same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any authority over the work; and shall protect and indemnify the City and all officers and employees thereof connected with the work, including but not limited to the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the engineer in writing.

9. Section 10. "Other Provisions" Section 10 is added to said "Greenbook Specifications" to read:

10.1 Responsibility for Work: Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof and shall bear the risk of injury or damage to any part thereof by the action of the execution or from the non-execution of

the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the federal government or the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary structure where necessary. Any other provisions of this contract to the contrary notwithstanding, to the extent required by Chapter 2.5 (commencing with Section 4150) of Division 5 of Title I of the Government Code, the Contractor shall not be responsible for the cost of repairing, or restoring damage to the work caused by an act of God as that phrase is defined in Government Code 4151 (b).

The City will not be held responsible for the care or protection of any material or parts of the work prior to the final acceptance except as expressly provided in these specifications. The City will not be responsible for any changes in the Contractor's operations due to encountering obstructions which may interfere with the work.

- 10.2 Provisions for Emergencies: Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from the failure of partly completed work.

Whenever, in the opinion of the engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever in the opinion of the engineer, immediate action shall be considered necessary in order to protect the public or private, personal or property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in the event the Engineer may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as may be deemed necessary, shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefore, duly certified by the engineer, then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due, or which become due said Contractor. Failure of the City, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

10.3 Guarantees: Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the City and shall repair and replace any and all such work by the City and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from date of acceptance, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within a week after being notified in writing, the City hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.

10. "Environmental Provisions" The Contractor shall, as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows: In the event Contractor is required to dig any trench or excavation that extends deeper than four feet below the surface in order to perform the work authorized under this contract, Contractor agrees to promptly notify City in writing and before further disturbing the site if any of the conditions set forth below are discovered:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.
 - (a) City agrees to promptly investigate the conditions, and if City 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 under the procedures described in this Contract.
 - (b) That, in the event a dispute arises between City and Contractor as to 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 provided for in this Contract, but shall proceed with all work to be performed under the Contract.

Contractor shall retain any and all rights provided either by this contract or by law which pertain to the resolution of disputes and protests between contracting parties.

STANDARD PROVISIONS

PART I - STANDARD CONDITIONS

SP-1-1.00 GENERAL - It is the intent of these General Provisions, Special Provisions, the plans referred to herein and other documents comprising the contract for the Contractor to provide for and include all labor, materials, equipment, plant, tools, transportation, insurance, bonds, sales taxes, permits, temporary protection, traffic control, watchmen, superintendence and other work necessary to construct and complete all work specified herein, including all addenda and change orders.

The contract documents are complementary, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

SP-1-1.01 STANDARD SPECIFICATIONS - The specifications entitled, Standard Specifications for Public Works Construction (Greenbook Specifications), latest edition, as amended, in these Specifications, shall hereinafter be referred to as the Standard Specifications.

All work shall meet all requirements applicable of Federal, State, County and City regulations and codes governing safety, health, welfare, dust and sound control.

SP-1-1.02 DEFINITIONS - Attention is invited to the provisions of Section 1-2 - "Terms, Definitions, Abbreviations, Units of Measure, and Symbols", of the Standard Specifications and these Special Provisions. Whenever in the contract documents, the following terms are used, the intent and meaning shall be interpreted as follows:

| | |
|----------------------------|---|
| AGENCY | City of Canyon Lake |
| BOARD | City Council of the City of Canyon Lake |
| ENGINEER | The City Engineer of City of Canyon Lake his properly authorized agents, such agent acting within the scope of the particular duties entrusted to them. |
| STATE, STATE OF CALIFORNIA | City of Canyon Lake |
| DIRECTOR OF PUBLIC WORKS | Director of Public Works/ City Engineer Of the City of Canyon Lake |
| LABORATORY | The laboratory to be designated by the Engineer to test materials and work involved in the contract. |
| NOTE TO CONTRACTORS | Notice Inviting Bids. |

Other terms appearing in the plans, Standard Specifications and in these Special Provisions shall have the same intent and meaning specified in Section 1-2, "Terms and Definitions", of the Standard Specifications.

SP-1-1.03 EXAMINATION OF PREMISES - Before bidding on this work, all prospective bidders shall make a careful examination of the jobsite and shall thoroughly familiarize themselves with the requirements of the Contract. By the act of submitting a proposal for the work, the contractor shall be deemed to have made such study and examination and that he is familiar with and accepts all conditions of the site.

SP-1-2.00 SCOPE AND CONTROL OF THE WORK- Attention is invited to the provisions of Section 2 of the Standard Specifications, the amendments in the General Provisions herein and these Special Provisions.

SP-1-2.01 PLANS AND SPECIFICATIONS -Attention is invited to the provisions of Section 2-5, "Plans and Specifications", of the Standard Specifications and these Special Provisions.

The Specifications, drawings, Special Provisions and all supplementary documents are essential parts of the contract, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

If, however, the provisions within the documents comprising the contract are in conflict, the provision with the highest precedence shall prevail. The order of precedence shall be as follows:

1. Change Order
2. Letter of interpretation of a contract provision
3. Addendum
4. Bid Specifications
5. Plans
6. Standard Specifications issued by the Director
7. Specifications of Public Works/City Engineer

Provide and maintain in good order at one's work site, a complete set of record prints. All changes to the site by the contractor shall be clearly recorded on this set of prints. At the end of each month, the contractor shall submit revisions on one set of prints to the City Engineer.

SP-1-2.02 SCHEME OF WORK - The work contemplated in the project consists of furnishing labor, materials, services and equipment for the work described in these Special Provisions and shown on the plans and delineated in the specifications of this project.

SP-1-2.03 STANDARD PLANS - All work shall conform to the Greenbook Standards and shall be considered a part of these plans, and shall be on the jobsite during the entire duration of construction.

SP-1-2.04 TIME LIMIT - The work specified herein shall be completed over Twenty-four (24) Calendar Months after commencement date given in the Notice to Proceed.

SP-1-2.05 AWARD AND EXECUTION OF CONTRACT - The bidder's attention is directed to the provisions of the Information for Bidders and to these Special Provisions for the requirements and conditions concerning award and execution of the Contract. A guaranty form to be signed and delivered to the Agency before acceptance is included in the proposal.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described. The award, if made, will be made within ten (10) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

All bonds in the amounts stipulated in the Information for Bidders shall be furnished by the bidder to whom the contract has been awarded and at this own cost and expense. Whenever the City of Canyon Lake has cause to believe that any such bond has become insufficient, a demand in writing may be made of the contractor for such further or additional bond as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such Contract to the contractor or any assignee of the contractor until such further or additional bond has been furnished.

Before commencing any work, the contractor shall obtain insurance required under the General Provisions of these Specifications and show proof of same. Contractor shall not allow any subcontractor to work until similar insurance required of the subcontractor has been obtained and approved by the General Contractor.

The contractor shall, in providing the insurance as provided in Sections 6 and 7 of the General Provisions, include as a provision of the insurance policy, a clause substantially in the following language:

It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced except upon thirty (30) days prior to written notice to the City as evidenced by receipt of a registered letter. The insurance policy shall also specify that it is primary insurance and that any insurance held or owned by the designated additional insureds shall be excess thereto and shall not be called upon to cover a loss under said policy.

SP-1-2.06 AUTHORITY OF THE CITY ENGINEER - The City Engineer shall decide all questions as to the quality or acceptability of the work performed and to the manner or performance and rate of progress of the work, all questions as to the acceptable fulfillment of the contract on the part of the contractor, and all questions as to compensation. His decision shall be final and he shall have authority to enforce and make effective such decisions and orders which the contractor fails to carry out promptly. Attention is invited to the provisions of Section 2-10 of the Greenbook Specifications.

SP-1-2.07 SUBCONTRACT - Attention is directed to the provisions of Section 2-3, "Subcontracts", of the Greenbook Specifications as amended in the General Provisions herein and these Special Provisions.

A sheet for listing subcontractors, as required, is included in the proposal.

The Contract documents shall not create any contractual relation between any subcontractor and the City. Contractor agrees that he is fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

SP-1-3.00 CHANGES IN WORK - All changes in the work, whether requested by the contractor, initiated by the City and/or caused by changed conditions, shall be undertaken only after the issuance of a change order by the Engineer. Attention is invited to Section 3 of the Green book Specifications and the provisions of Paragraph 2 of the General Provisions. In the event of a change order, Contractor shall provide an itemized estimate for review by the City prior to City approval of said change order. Allowable markup for contractor and subcontractor is 20% on labor and 15% on equipment and materials. Mark-up of the prime contractor on sub-contractor work covered under a change order shall not exceed 5% and 1 % for additional bond.

SP-1-4.00 CONTROL OF MATERIALS AND WORKMANSHIP - All materials, parts and equipment furnished by the Contractor in the work shall be new, high grade and free from defects. Quality of work shall be in accordance with generally accepted standards. Attention is invited to Section 4 of the Standard Specifications and the provisions of Paragraph 3 of the General Provisions. No used or secondhand materials, parts and equipment shall be incorporated in the project unless specifically permitted in writing by the Engineer.

SP-1-4.01 TESTS OF MATERIALS AND WORKMANSHIP - All materials shall first be tested and satisfactorily passed in accordance with the requirements of the plans and these specifications, before incorporating said material in the work. Materials placed otherwise shall be considered defective and will be subject to rejection. The cost of testing of materials and workmanship shall be paid by the City. The cost of re-testing of materials and workmanship shall be at the expense of the contractor. The contractor, at his expense, shall deliver materials for testing to the place and at the time designated by the Engineer. Attention is invited to Section 4-1.4, "Test of Materials", of the Greenbook Specifications.

SP-1-4.02 LABORATORY - The City shall make all arrangements and designate a laboratory to conduct the test requirements for the project. The contractor shall render all necessary assistance to the personnel of said laboratory to facilitate the inspection and testing of materials. Request for inspection and/or testing shall be made at least twenty-four (24) hours in advance.

SP-1-5.00 UTILITIES - The existence and location of utility structures and facilities are shown on the plans or in the Special Provisions according to records and information available to the City. Attention is called to the fact of the possible existence of other utility facilities or structures not known to the City or in a location different from that shown on the plans or in the Special Provisions. The contractor is required to ascertain the location of all underground utility structures and facilities prior to doing work that may damage such structures and facilities, including those not shown, or interfere with their service and to take such precautionary measures in the course of said work to prevent such damage or interference. Attention is invited to Section 5 of the Greenbook Specifications. If the contractor, while performing the work under the contract, discovers utility structures or facilities not identified in the plans or specifications or shown differently, he shall immediately notify the City in writing of such discovery and allow the City 48 hours to advise. Contractor shall continue with his work on other areas and provide utility purveyors adequate time to resolve the conflict or continue work if in the opinion of the City and utility purveyors, the construction will not impact these utilities.

SP-1-6.00 PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK - Attention is invited to Section 6 of the Greenbook Specifications and these Special Provisions.

SP-1-6.01 PROGRESS SCHEDULE - After notification of award and prior to starting any work, the contractor shall submit to the Engineer for approval his proposed construction schedule. Attention is invited to Section 6-1 of the Greenbook Specifications. The proposed construction schedule shall be submitted on or before the date set for the preconstruction meeting between City and contractor's staff and representatives of utility companies.

SP-1-6.02 BEGINNING OF WORK - The contractor shall begin work in September 2017. If for some reason the City does not authorize the work to begin in September 2017, the work shall begin on the date specified by the City.

SP-1-6.03 TIME OF COMPLETION - The contract time shall commence upon the date of issuance of the Notice to Proceed and shall continue for a period stated in the Proposal. The contractor shall diligently prosecute the scope of work for the duration of the contract. Contractor agrees that failure to perform required work within frequency requirements shall be subject to contract non-performance. Attention is invited to Section 6-7 of the Greenbook Specifications.

SP-1-6.04 PROSECUTION OF WORK - The contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. All persons engaged in the project shall be considered by the City as employees of the contractor and he shall be held responsible for their work subject to the provisions of the contract and specifications. The contractor shall prosecute the work vigorously and diligently until completed with the minimum inconvenience and hazard to the public. Streets and other improvements in the work area shall be restored to their original condition and former state of usefulness as soon as practicable. Attention is invited to the provisions of Section 6-2 of the Greenbook Specifications.

SP-1-6.05 TEMPORARY SUSPENSION OF WORK - The City Engineer shall have the authority to suspend the work wholly, or in part, for such period as he may deem necessary due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the contractor to carry out orders given, or to perform the work in accordance with these Specifications. The contractor shall immediately comply with the written order of the City Engineer to suspend the work wholly or in part. The work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the City Engineer.

In the event of a suspension of work under any of the conditions above set forth such suspension of work shall not relieve the contractor of his responsibilities as set forth under these Specifications.

SP-1-6.06 SUSPENSION OF CONTRACT - If at any time in the opinion of the City Engineer, the contractor has failed to supply adequate working force or material of proper quality or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the City Engineer, within the time specified in such notice, the City in any such case shall have the power to suspend the operation of the contract:

Attention is invited to the provisions of Section 6-3 of the Greenbook Specifications. Upon receiving notice of such suspension, the contractor shall discontinue said work, or such parts of it as the City may designate. Upon such suspension the contractor's control shall terminate and thereupon the City or its duly authorized representative may take possession of all or any part of

the contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, equipment and appliances at the contractor's expense as may be necessary for the proper conduct of the work and for completion, employ other parties to carry the contract to completion, or may employ the necessary workman, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City may deem proper; or the City may annul and cancel the contract and relate the work or any part thereof. Any excess cost arising therefrom over and above the contract price shall be charged against the contractor and his sureties, who shall be liable therefore. In the event of such suspensions, all monies due the contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the contractor or his sureties from liability for failure to fulfill the contract. The contractor and his sureties shall be credited with the amount of money so forfeited toward any excess of cost over the above contract price, arising from the suspension of the operation of the Contract and the completion of the work by the City as above provided, and the contractor shall be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

SP-1-6.07 TERMINATION OF CONTRACT - Subject to all applicable provisions of these specifications and/or the contract, the Engineer is hereby empowered to direct the time and date of delivery of materials at the site of work and direct the time, rate and sequence of work. If contractor fails to begin delivery of material and equipment or to commence work within the time specified herein, and/or in the contract, or to maintain the rates of delivery of material, or to execute the work in a manner and at such locations as directed by the Engineer, or fails to maintain the approved progress schedule in such manner as well, in the judgment of the Engineer, inure to the interests of the City, or, if in the judgment of the Engineer, the contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice by the City Engineer may be served upon him and the Surety on his faithful performance bond demanding a satisfactory compliance with the contract, and with these specifications. If the contractor and/or his Surety refuses or neglects to comply with such notice within five (5) days after receiving same, or after commencing so to do, fails to continue so to do, or has assigned or sublet the contract without the consent of the Engineer, then the Engineer may exclude him from the premises and take possession thereof, together with all material and equipment thereon, and may complete the work itself, either by force account, or by letting the unfinished portion of the work to another contractor or by a combination of such methods. In any event, the cost of the completion of said work shall be a charge against the contractor and his Surety and may be deducted from any money due or becoming due from the City, and if the sums due under the contract are insufficient, said contractor and/or his Surety shall pay to the City within five (5) days after the completion of the work all of such cost in excess of the contract price.

The Surety, in the event that it assumes part of the work, shall take the contractor's place in this contract in all respects for that part and shall be paid by the City for all work performed by it in accordance with the terms of this contract. If the Surety assumes the entire contract, all monies remaining due the contractor at the time of his default shall be made payable to the Surety as the work progresses, subject to the terms of the contract.

SP-1-6.08 LIQUIDATED DAMAGES - It is hereby understood and mutually agreed by and between the contractor and the City, that the date of beginning and the time of completion as specified in the contract of the work to be done hereunder are essential conditions of this contract. Attention is invited to Section 6-9 of the Greenbook Specifications as amended in Paragraph 4 of the General Provisions.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the contractor does hereby agree, as a part consideration for the awarding this contract, to pay to the City of Canyon Lake the amount of liquidated damages stipulated in Paragraph 4 of the General Provisions for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth.

The said amount is fixed and agreed upon by and between the contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

SP-1-7.00 RESPONSIBILITIES OF THE CONTRACTOR - Attention is invited to Section 7 of the Greenbook Specifications as amended in the General Provisions and the provisions of these Special Provisions. The contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City, and all officers and employees thereof connected with the work; including but not limited to the City Engineer, against any claim or liability arising from or based on the violation of any such law, ordinances, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawing, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the contractor shall forthwith report the same to the Engineer in writing.

SP-1-7.01 ASSUMPTION OF RISK - During the progress of the work, the City of Canyon Lake will 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 to any person or persons, either workmen or the public; for damage to adjoining property from any cause which might have been prevented by the contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the contractor having control over such work must properly guard. The contractor shall be responsible for any damage to any person or property resulting from defects or

obstructions or from any causes whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Canyon Lake and/or its officers and/or its employees from all suits or actions of every name and description, brought for, or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, his agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the contractor or his agents.

SP-1-7.02 LABOR - Attention is invited to the provisions of Section 7-2 of the Greenbook Specifications as amended in Paragraph 5 of the General Provisions.

SP-1-7.03 LIABILITY INSURANCE - Attention is invited to the provisions of Section 7-3 of the Greenbook Specifications as amended in Paragraph 6 of the General Provisions.

SP-1-7.04 WORKER'S COMPENSATION INSURANCE - Attention is invited to the provisions of Section 7-3.3 of the Green book Specifications as amended in Paragraph 7 of the General Provisions.

SP-1-7.05 PERMITS AND INSPECTION - The contractor shall obtain a no-fee excavation permit before proceeding with any work on the project.

The contractor shall call for inspections at the different stages of the work as required by the City of Canyon Lake Public Works Inspector. Any portion of the project completed without these required inspections shall be considered as defective and the City reserves the right to reject the affected portion of the work. The contractor shall remove rejected portion of the work upon instruction by the City without additional compensation.

City inspectors work from 7:00 a.m. until 4:30 p.m., Monday through Friday. Inspections outside these hours and legal holidays may be available through appointments approved by City Engineer only, and inspector's time will be billed to the contractor at the rate of \$85.00 per hour. This does not apply for work at intersections where the traffic control plans call for work to take place outside of these hours.

SP-1-7.06 CONTRACTOR'S REPRESENTATIVE - On or before the preconstruction meeting, the contractor shall designate, in writing, a representative who shall have complete authority to act for him. An alternate representative may also be designated. The representative or alternate shall be present at all times at the worksite whenever work is in progress or whenever actions of the elements require his presence to take measures necessary to protect the work, persons or property. Attention is invited to Section 7-6 of the Green book Specifications.

SP-1-7.07 COOPERATION AND COLLATERAL WORK - Attention is directed to Section 7-7 of the Green book Specifications and these Special Provisions.

Construction work by other contractors may be underway within or adjacent to the worksite specified herein. For this reason, the contractor shall cooperate with all such other contractors to the end that any delay or hindrance to their work shall be avoided, or conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations, and for loss caused the other due to his unnecessary delays or failure to finish work within the time specified for completion. The Engineer reserves the right to direct the

contractor to perform other or additional work at the worksite at any time in order to better coordinate the different activities on the entire project.

SP-1-7.08 PROJECT APPEARANCE -The contractor shall maintain a neat appearance to the work. Attention is invited to Section 7-8 of the Greenbook Specifications.

In any area visible to the public, the following shall apply:

Broken asphalt concrete, aggregate base and debris developed during removals, shall be disposed of concurrently with its removal.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the contractor's performance of the work.

Whenever the contractor fails to control dust resulting from the performance of the work, the Engineer may cause such dust to be controlled and costs thereby incurred shall be deducted from monies due or to become due the contractor.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SP-1-7.09 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS - The Contract shall take all necessary precautions to protect in place all existing medians, curb, sidewalk, trees, plants, turf and irrigation lines, etc., not scheduled for removal. The entire cost of replacing and/or repairing said existing improvements shall be borne by the contractor. Attention is directed to the provisions of Section 7-9 of the Greenbook Specifications. Permit conditions, rules and regulations of agencies having jurisdiction over the contractor's operations shall be strictly complied with.

The contractor shall protect existing improvements in place wherever possible. All existing improvements which must be removed for construction shall be restored to an equal or better condition than that of the existing improvements removed or damaged. Restoration of existing improvements shall be in accordance with the Plans and Specifications and all provisions of the City of Canyon Lake Standard Plans.

The contractor shall preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs which have been placed within the right-of-way.

Full compensation for the work involved in the preservation of property as above specified shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefore.

SP-1-7.10 PUBLIC CONVENIENCE - The contractor shall so conduct his operations to offer the least possible obstruction and inconvenience to the public or to the public traffic. Where existing streets are not available for use as detours, unless otherwise provided in these Special Provisions, all traffic shall be permitted to pass through the work.

Convenience of residents along the street or in the vicinity of the project site shall be provided for as far as practicable. Convenience access to driveways, houses and buildings along the line of the

work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

Full compensation for all work involved in providing for public convenience as set forth in this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

SP-1-7.11 PUBLIC SAFETY - The contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times that the work is under construction and of any dangerous conditions to be encountered as a result thereof in strict compliance with the latest edition of the "Work Area Traffic Control Handbook"; W.A.T.C.H. Attention is directed to Section 7- 10.4 of the Greenbook Specifications as amended in Paragraph 8 of the General Provisions. He shall also erect such warning and directional signs as shown on plans and as requested by the Engineer. This shall include installing and maintaining all items shown on the traffic control plans provided as part of the bid package.

All barricades shall be of substantial construction and painted in a distinctive color or manner so as to be clearly visible to the approaching public.

Should the City place any warning lights or barricades to protect or warn the public of any dangerous condition connected with contractor's operations, contractor shall become liable to the City at the current rental rate per night for each lantern or warning light placed by the City, plus actual labor, equipment rental and overhead costs, with a minimum charge of fifty (\$50.00) dollars per day for each obstruction or dangerous condition so barricaded or lighted.

The contractor shall conduct his operations such that fire hydrants, meter vaults, water and gas shut-off valves, and similar facilities are not buried during the course of the work and so as to offer the least possible obstruction and inconvenience to public traffic and to properties along the construction areas.

The contractor shall have at the worksite applicable copies or extracts of Construction Safety Orders.

All trenches next to the traveled way shall be protected from traffic at all times or shall be sufficiently sloped per the inspector.

Full compensation for all work involved in providing for public safety as set forth this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

SP-1-7.12 PUBLIC NOTICE - The Contractor shall notify the residents/businesses and schools affected by construction in writing not less than 7 days in advance of commencement of construction or storage of material upon the streets. The notice shall include but not be limited to:

1. The time and date of commencement.
2. A copy of the proposed construction schedule.
3. Date of completion.

In addition to the above, the Contractor shall notify all affected parties if work is to begin on new portions of the project as work proceeds, especially if the work involves changes to the traffic control system.

A copy of this notification shall be approved by the City Engineer prior to its distribution.

Personal vehicles of the contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

When entering or leaving roadways carrying public traffic, the contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

SP1-7.13 SOUND CONTROL REQUIREMENTS - If work is permitted for evening and weekends and holidays, the noise level from the contractor's operations, between the hours of 8:00 p.m. and 6:00 a.m., shall not exceed 86 dB at a distance of fifty (50') feet. This requirement in no way relieves the contractor from the responsibility for complying with local ordinances regulating noise level. All other times, noise level shall be in compliance with standards.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of Work involved and no additional compensation will be allowed therefore.

SP-1-7.14 LAWS TO BE OBSERVED - The contractor shall keep himself fully informed of Stated and National laws and County and City ordinances and regulations which in any manner affect those employed in the work or the materials used for the work or in any way affect the conduct of work. Attention is directed to Section 7.13 of the Greenbook Specifications as amended in Section 9 of the General Provisions.

SP-1-7.15 ADVANCE NOTIFICATION - It shall be the contractor's responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to said agency. A minimum of forth-eight (48) hours advance notice shall be given to the various agencies before beginning construction in the area, unless specific advance times and requirements are stated in these detailed specifications or required by the agency.

The following entities shall be notified at least seventy-two (72) hours in advance of any street closure or restriction to access by the contractor. Coordination of established service schedules will be available to the contractor at the preconstruction meeting.

- Southern California Edison Company (909) 925-5999
- Southern California Gas Company (800) 662-9777
- Eastern Municipal Water District (909) 928-3777
- Verizon (800) 483-5000
- Time Warner Cable (951) 232-3664

Any others that are determined by the City Engineer, as necessary to be notified.

It is anticipated that existing utilities will not interfere with the contractor's operations. However, the contractor shall exercise due care to ensure that these utility facilities are not damaged during his operations. The contractor shall call Underground Service Alert (U.S.A.), 800-227-2600, twenty-four (24) hours prior to performing any excavation on this project.

SP-1-7.16 EXPOSURE OF UTILITIES IN ADVANCE OF WORK - It shall be the contractor's responsibility to determine the true location and depth of all utilities and service connections which may be affected by or affect the work. Contractor shall also determine what type, material, and condition of these utilities.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SP-1-7.17 INTERPRETATION OF DRAWINGS AND CONTRACT DOCUMENTS - If any person contemplating to submit a bid for the proposed work is in doubt as to the correct and true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Engineer, a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the document in question will be made by Addendum duly issued and a copy of such Addendum will be mailed or delivered to the aforesaid person as well as the other prospective bidders. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE PLANS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS.

PART II -STANDARDS CONSTRUCTION DETAILS

SP-2-1.00 SCOPE OF WORK - The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the General and Specific Specifications (collectively the "Specifications") and Contract Documents for the above stated contract.

SP-2-2.00 SITE OF THE WORK - Site of the work is in the City of Canyon Lake, California.

SP-2-3.00 TIME OF COMPLETION - The work shall be completed over twenty-four (24) calendar month from start of maintenance. The time stated for completion includes final cleanup and any testing required. Additional days will be given for days classified as "rain days" by the City Engineer.

SP-2-4.00 LIQUIDATED DAMAGES - As defined in Section 6-9 of the Greenbook Specifications, the amount fixed for liquidated damages for delay in completion is \$250.00 per calendar day.

SP-2-5.00 INSURANCE - The Contractor shall, as provided in Paragraph 6 of the General Provisions maintain public liability, vehicle liability and property damage insurance, and bodily injury insurance per Section 7-3 of the Greenback Specifications and as shown in this specification.

SP-2-6.00 PRECONSTRUCTION CONFERENCE - The Contractor to whom the contract is awarded shall attend a preconstruction conference at a location and time set by the City Engineer.

SP-2-7.00 CONSTRUCTION MEETINGS - Construction meetings will be held at the jobsite as required and as requested by the Contractor or the City Engineer to coordinate and discuss construction activities. Details regarding jobsite meetings will be arranged at the preconstruction conference.

SP-2-8.00 STANDARD SPECIFICATIONS - Specifications for work shall follow in order of:

A. Bid Specification Package

B. Standard Specifications for Public Works Construction (Greenbook Specifications)

References made to Standard Specifications shall mean the latest edition of the Standard Specifications for Public Works Construction together with supplements. In case of conflicts between plans, specifications and the above standards, the most stringent in the opinion of the City Engineer shall apply.

SP-2-9.00 SPECIFICATIONS FURNISHED TO CONTRACTOR - The Owner will furnish to the successful Contractor, three (3) sets of specifications. Additional quantities of specifications will be furnished at reproduction cost.

SP-2-10.00 SITE INSPECTION AND VERIFICATION OF EXISTING CONDITIONS - It shall be the Contractor's responsibility to make all examinations, and field studies necessary, both surface and sub-surface, to determine the character of materials and geologic and soils conditions that will be encountered in the work and to fully determine all existing conditions affecting the project and all related cost factors.

SP-2-11.00 SAFETY - In compliance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the jobsite; including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

When performing underground work, Contractor shall call Underground Service Alert, (800) 227-2600, the one-call underground facility locating service, two working days prior to beginning work on the project. All underground facilities marked in response to the locating phone call shall be hand-dug and exposed prior to any use of power equipment for excavation. If there is any substantial discrepancy between the field locations of underground facilities and those locations shown on the plans, the Contractor shall notify the Engineer prior to making an excavation.

SP-2-12.00 PROTECTION OF EXISTING FACILITIES - During the installation of work, Contractor shall insure that existing facilities, fences and other structures are all adequately protected, unless otherwise stated in the plans or specifications, and that, upon completion of all work, all facilities that may have been damaged are restored to a condition acceptable to the Owner, and no error or omission on said plans shall be construed to relieve the Contractor from the responsibility of protecting any such pipe, conduit or other existing utility structure, fence or structure.

SP-2-13.00 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK - The bidder shall examine carefully the site of the work contemplated. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the bid proposal, plans and specifications.

When deemed necessary by the Engineer, revisions of the contract drawings and additional detailed drawings will be issued to the Contractor during the progress of the work.

The Contractor shall inform the Engineer a reasonable length of time in advance of the times and places at which he intends to work in order that inspection may be provided, and then the necessary measurements for records and payments may be made with minimum inconvenience.

SP-2-14.00 COMPLIANCE WITH REGULATIONS - The Contractor shall familiarize himself and comply with all applicable Federal, State, County and City and Special District rules and regulations pertaining to the job and jobsite safety.

SP-2-15.00 DUST ABATEMENT - The Contractor shall furnish all labor, equipment and means required and shall carry out protective measures wherever and as often as necessary in the opinion of the Engineer to prevent his operations from producing dust in amounts damaging to property or causing nuisance. The Contractor shall be responsible for any damage resulting from dust originating from his operations. The dust abatement measures shall be continued until the Contractor has completed the work and the work is accepted by the City whereby he is relieved of further responsibility. All compensation to be received for dust abatement shall be included in the unit price paid for other items of work listed on the Bid Form and no additional allowance will be made therefore.

SP-2-17.00 COOPERATION BETWEEN CONTRACTORS - The Contractor shall be required to cooperate fully with all utility and public agency representatives engaged in construction, relocation, altering or otherwise re-arranging any facilities interfering with the

progress of the work. Full compensation for any delay or inconvenience to the Contractor's operation due to such operations as described above shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

SP-2-18.00 DAILY CLEANUP AND ACCESS - At the completion of work each day, the Contractor shall leave the work area in a clean, safe condition. Access to all adjacent properties and driveways and intersections shall be maintained at all times.

SP-2-19.00 FINAL CLEANUP - After completion of all other work on the project, and before making application for acceptance of the work, the Contractor shall clean the site of his operations, including any areas under the control of the City that have been used by the Contractor in connection with the work.

SP-2-20.00 MAINTENANCE AND GUARANTEE - As specified in Paragraph 10.3 of the General Provisions, the Contractor shall guarantee the work constructed by him for a period of one year following date of acceptance by the Owner.

SP-2-21.00 PROTECTION OF THE PUBLIC - The following minimum restrictions shall be maintained by the Contractor in the conduct of his work:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, or from the failure of partially completed work or partially removed facilities. Conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this Contract.

Whenever, in the opinion of the City Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the City Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this Contract, the City Engineer will order the Contractor to provide a remedy for the unsafe conditions.

If the Contractor fails to act on the situation within a reasonable time period, the City Engineer may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the City Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SP-2-22.00 HOURS OF WORK - Except where otherwise noted, all work shall normally be performed between the hours of 7:00 a.m. and 4:30 p.m. on Monday thru Friday except holidays. The Contractor shall obtain the approval of the City Engineer if he desires to work outside of the hours stated herein. The Contractor shall reimburse the City for any inspection outside of the City's normal working hours at the rate of \$85.00 per hour.

SP-2-23.00 CONTRACTOR'S RESPONSIBILITY - The Contractor shall be responsible to adhere to these specifications as closely as possible. It is the Contractor's responsibility to confer with the City Engineer and to get a written agreement as to the necessary changes prior to performing any work that is not in conformance with these specifications or the contract drawings.

SP-2-24.00 CONSTRUCTION AND ENCROACHMENT PERMITS - The Contractor and his subs shall procure all permits and business licenses pay all charges fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any costs for these fees and/or permits shall be included in the prices listed in the Bid Form.

It is the responsibility of the Contractor to contact the applicable agencies and make himself knowledgeable and responsible to all of their requirements. The Contractor shall at no additional cost to the City, construct the work in strict accordance with all agencies standards.

SP-2-33.00 CONSTRUCTION MATERIALS AND METHODS:
GENERAL - Contractor shall contact the affected utility companies for information regarding identification, location, and depth of underground utilities.

PRESERVATION OF PROPERTY - Existing improvements in other areas of the property whereon demolition and removal is being performed shall be protected from damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item designated for preservation on the property where demolition and removal is being performed shall be similarly protected and preserved.

DUST CONTROL - The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Engineer to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the Town for any loss of time or expense sustained by him due to such suspension of work.

FURNISHING AND APPLYING WATER - Furnishing and applying water shall be considered as included in the bid price paid for the various contract items of work requiring such water and no additional compensation will be made therefore.

SP-2-35.00 AWARD OF CONTRACT - The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

SPECIFIC TERMS AND CONDITIONS
LANDSCAPE MAINTENANCE

BID LOCATIONS

1. Railroad Canyon Road Slopes, Parkways and Medians within the City Right-of-Way between the Canyon Lake and Lake Elsinore City Limits to the west and between the Canyon Lake and Menifee City Limits to the east. Area includes two medians at the entry driveways to Canyon Lake Towne Center Entrance East and West. Area includes two sections of Canyon Lake Merchants Association that are connected to the City irrigation system.
2. City of Canyon Lake Fire Station 28730 Vacation Drive, Canyon Lake

SCOPE OF SERVICES

Contractor shall provide the necessary manpower and equipment to maintain the areas listed in the specified locations, at the level of maintenance and service defined by City, for a period of twenty-four months commencing on September 2, 2017. City has the option of extending the contract for an additional year after this date, based on the performance of the Contractor. The work shall include, but is not limited to, proper horticultural maintenance of all landscape materials and hardscape structures as designated in the following specifications and per the Frequency Schedule.

SPECIFIC SERVICES TO BE PERFORMED

The specific services to be performed include, but are not limited to, the following:

Litter Control

- A. Removal of all trash, such as paper, cans, bottles, broken glass, dog droppings, cigarette butts, and any out-of-place or discarded items.
- B. Removal of dried plant material, such as hanging or fallen tree limbs, leaves, branches, dried up and/or dead plant material, pine cones, and wood pieces.
- C. Litter removal as outlined in the Frequency Schedule.

All refuse shall be removed and taken to a sanitary landfill at Contractor's expense. Green waste shall be disposed of in the manner identified later in this section.

Trash Cans (Railroad Canyon Road)

Contractor shall remove and replace trash can liners and wipe down trash can lids as indicated in the Frequency Schedule, *if and when trash cans are provided*.

Chemical Applications General

Contractor shall obtain necessary permits and licenses to comply with the city, county, state or federal laws for use of pest control chemicals. Contractor will assume responsibility and liability

for use of chemical controls. Contractor shall be responsible for the safe and proper application of all chemicals. Contractor shall be responsible for the replacement of any plants and trees killed or damaged by improper chemical applications. Contractor shall complete and furnish a pesticide application log to the City, submitted at the monthly walk-through. The log shall include the following information:

1. The pest to be controlled
2. Method of control
3. Copies of the product labels
4. MSDS Sheets
5. A frequency schedule
6. A copy of the PCA recommendation

Chemical Applications - Weed Control

- A. Contractor shall provide complete and continuous control and/or eradication of all weeds.
- B. Planters, gravel areas, sidewalks, curbs and gutters, expansion joints, fence lines, drainage areas, bare areas, and the area around plants and trees shall be kept free of grass and weeds. This will be done on an as-needed basis.
- C. Contractor shall perform weed removal and shall identify in their schedules approximate time frames for performing this function. Mechanical and/or chemical methods of weed control are acceptable for annual weeds. Perennial weeds (such as Ailanthus altissima, Cynodon dactylon, Nutsedge, and Bindweed) shall be controlled by chemical means only. Cortaderia, Pennisetum sectaceum, Salsola tragus, Schinus ssp., Nicotina, etc., but not limited to shall be mechanically removed as soon as identified.
- D. After weeds have been removed, Contractor shall rake or sweep the area to remove any debris generated by the weed control process.
- E. Chemical herbicide control is the responsibility of Contractor. The Frequency Schedule outlines the minimum herbicide controls. If weed control has not been maintained as specified, City may require additional herbicide applications at no cost to City.
- F. City will require proof of California State Applicators license QAL Category B - Landscape Maintenance - by the person(s) supervising or performing the herbicide applications.

Chemical Applications – Other

- A. Contractor shall provide control and/or eradication of rodents.
- B. Contractor will be responsible for reporting to City any bee activity (swarms or hives) immediately. Bee removal will be City's responsibility.
- C. The application of insecticides and fungicides will be performed on an as-needed basis and is part of this contract.
- D. Fertilization activities will be performed based on the Frequency Schedule.

Turf Maintenance

- A. Turf Maintenance is not included and not required as a part of this contract.

Plant Maintenance

- A. All plant material in the public right-of-way shall be maintained as needed to allow for the safe passage of vehicles, pedestrians and/or the general public. Shrubs shall be maintained to create adequate line-of-sight vision for vehicles where applicable. All vegetation shall be maintained in such a manner as to eliminate overgrowth beyond its designated parameter, as well as to prevent encroachment onto sidewalks or curbs. Plants located adjacent to sidewalks must be maintained at a maximum height of three (3) feet and pruned back six (6) inches from the edge of the sidewalk or curbing. As per individual plant growth characteristics.
- B. Dead flower stalks shall be pruned from plants at the conclusion of flowering. If plants (such as Manfreda) die after flowering, Contractor will remove the entire plant and, if needed, shall repair the irrigation, replace the plant, and backfill the hole. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one week, unless otherwise directed by the City and/or the contract documents.
- C. Plant material is to be pruned in a manner that is described as a two-step, naturalistic pruning procedure. All plant material shall be pruned in accordance with the City of Palm Desert's "Desert Flora Landscape Maintenance Guidelines" Booklet Volume One, 2005 Edition. The book, which is intended to serve as a visual guide to Contractor, also provides pruning techniques and a calendar for ideal maintenance timing. City may, at its own discretion, alter time lines or techniques as it deems necessary.
- D. Contractor shall assume the cost and responsibility for replacing plant material that dies 30 days from commencement of the contract throughout the term of the contract if such plant demise is due to neglect, lack of maintenance, or otherwise improper care. It is Contractor's responsibility to identify unacceptable plant material prior to inception of the contract. This will be accomplished during the mandatory acceptance walk-through with City representative(s) and Contractor.
- E. Regular pruning will occur per the Frequency Schedule.

Tree Maintenance

- A. Trees shall be pruned as needed for the health and structural development of the tree and traffic and pedestrian safety. Sidewalk clearance will be eight (8) feet and vehicular clearance fourteen (14) feet from grade. Thinning of young trees may be required for structural, scaffold development. Any broken, dead or detached limb is considered a hazard and shall be removed. Suckers will be removed as they appear.
- B. Contractor is responsible for trimming on all trees (excluding palms) up to fifteen feet in height and under. All other tree pruning work above 15' feet will be performed under a separate contract.
- C. Contractor is responsible for the removal of fallen fronds, flowers, seeds and seed pods from all palms. All other palm work will be pruned under a separate contract. All palm seedlings shall be removed, under weed control, prior to 6 inches in height.
- D. Any tree pruning performed at the request of City shall be consistent with the current and applicable International Society of Arboriculture (ISA) guidelines, the American National Standards Institute (ANSI) standards, and the City of Palm Desert's "Desert Flora Landscape Maintenance Guidelines" Booklet Volume One, 2005 Edition in order to

- promote proper form, strength, health, and appearance.
- E. No topping of trees will be allowed.
 - F. Contractor shall remove debris caused by pruning and tree maintenance activities on the same working day as such debris is accumulated. Contractor shall be held responsible for any damages done to trees due to poor management procedures. Contractor shall replace trees, at no cost to City, that die 30 days after acceptance of the contract when such death is attributed to neglect, lack of maintenance, infestation or improper care. This section excludes trees identified during the mandatory acceptance walk-through with City representative(s) and Contractor.
 - G. Any trees broken or damaged as a direct result of storm, wind, accident or vandalism shall be pruned and/or removed, upon City's request to Contractor, within 24 hours of notification and may be considered an Extra to the Contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an extra cost.
 - H. Tree stakes and ties shall be maintained in an upright, plumb appearance so as to provide support to the tree until the tree has become self-supporting, no longer needing structural support. Stakes shall not be allowed to come in contact with trunk or branches causing damage. Stakes shall be replaced as needed when broken or no longer providing support if needed. Tree ties shall: not be allowed to be pinched or encapsulated within the tree structure, be adjusted to provide movement of tree trunk for proper development.

Irrigation Maintenance

The controlling factor in the performance of water management within the landscape maintenance area is the application of water to landscape plants at a rate which closely matches the demands of plants with no runoff. Plant health, roadway safety and water conservation are the primary reasons for proper irrigation maintenance. Contractual requirements shall be strictly adhered to by Contractor.

- A. The entire irrigation system, including all components beginning after the water source (pump) shall be maintained in an operational state at all times. This coverage will be the main responsibility of Contractor except for the items indicated in this section and the Frequency Schedule.
- B. Contractor is responsible for irrigation system inspections per the Frequency Schedule. It is a requirement of this contract that the Contractor report any irregularities observed during routine maintenance activities to City the same work day the irregularities are observed.
- C. Repairs or replacements to the irrigation system shall be made with like parts. No substitutions shall be allowed without written approval by City.
- D. All damage resulting from Contractor's maintenance operations, including but not limited to pruning, weeding, and trash removal shall be repaired or replaced prior to the end of the work day or as directed by Public Works Director or his designee, at Contractor's

expense.

- E. Repairs to the irrigation system shall be made at City's request, on a time-and- materials basis, and per City standards.
- F. Prior to commencement of the contract, the Public Works Director, or his designee, and Contractor will perform an irrigation inspection. The purpose is to allow Contractor and the City representative to observe and note any potential problems with the irrigation system. These problems may be resolved with the current Contractor or with the successful Contractor on a "one-time-only" extra work basis. After a specified time frame for corrections, Contractor will assume responsibility for maintenance of the irrigation system, per frequency schedule, with the exception of the controller operation, which will remain the responsibility of City.
- G. City reserves the right to supply any or all parts for irrigation repairs. If Contractor supplies the materials and/or the labor then City shall be billed by Contractor based upon the pricing schedule provided to City as part of this contract.
- H. Contractor shall return irrigation parts that have been replaced due to damage or malfunction to the Public Works Director or his designee.
- I. When making repairs, Contractor is responsible for adjusting drippers and valve boxes to a level that will prevent their damage by maintenance equipment or pedestrian traffic. Damage caused by improper height adjustment will be repaired by Contractor at no cost to City. Contractor shall be responsible for all damage done to irrigation components as well as to any plant material affected by Contractor's personnel or equipment during maintenance operations.
- J. Contractor shall provide personnel who are fully trained in all phases of irrigation systems operations, adjustments and repairs for irrigation systems used in the landscape maintenance area. Contractor shall provide personnel capable of effectively communicating, in English, with City representatives.
- K. Irrigation (ET) time schedules shall be checked seasonally as directed by the Public Works Director or his designee. All controller operations shall be submitted to the City and approved by the City. At no time will Contractor make changes to the controller schedule without notifying the City and securing City approval.

Cleaning of Signs and Benches

The cleaning of monument signs, transportation shelter trash cans and benches is the responsibility of the Contractor per the Frequency Schedule. Cleaning shall include, but not be limited to, removal of cobwebs, sweeping the benches in the public transportation shelters, and wiping down monument signs and pottery with a non-abrasive cloth material. Contractor shall notify City of any damage or vandalism to walls, monument signs and transportation shelters.

Extra Work

During the course of the contract period, additional services, labor and materials beyond those specified in the contract may be required and performed on a time-and-material basis. Such work will be billed according to the Extra Work pricing schedule provided as part of this contract.

Contractor may notify City of the need for Extra Work and/or City may request Extra Work. City will issue a Work Request form upon which Contractor will provide estimated labor, material and/or unit price costs. Contractor must have a signed work order from the Director of Public Works or his designee before beginning extra work.

Contractor shall provide twenty-four (24) hour emergency service, with prompt correction of mitigation of emergency damage, when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at the contract rate for additional work. Work should be limited to the level required to mitigate an emergency and further repairs shall be completed during normal working hours.

Extra Work will be a separate item from normal contractual duties. Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay these duties.

Safety

Contractor shall comply with the State of California and Cal-OSHA Safety Rules and Regulations and the American National Standards Institute (ANSI) 2133.1 standards. Contractor shall supply all delineation, signing and clothing as required by the State of California Department of Transportation.

If work along a public right-of-way will require the closure of a traffic lane, Contractor shall notify City at least 24 hours in advance and comply with procedure outlined in the WATCH Manual. All traffic control shall be included in lump sum price for work provided.

Green Waste

Contractor shall remove all debris generated from maintenance operations on a daily basis. No debris or trash will be allowed to remain on site after work hours. Disposal of debris shall not be allowed in any City trash can, bin or other City facility (i.e., corporation yard or satellite yards), or in any City refuse container unless other arrangements have been authorized by City. Contractor is encouraged to compost all appropriate green waste removed from City landscaped areas at an approved facility where green waste is converted to a usable soil amendment. If any compost is used in the execution of the landscape maintenance contract, it must be from an approved facility that receives and fully composts Riverside County green waste. Said products shall be approved by the Public Works Director or his designee before use.

Upon request, Contractor may be required to submit verification of green waste disposal.

Schedules

At the pre-contract start-up meeting, Contractor will present a temporary or baseline schedule of work for the upcoming year. Thirty days from issuance of the Notice to Proceed, a permanent schedule will be given to City. Failure to provide this schedule to City in the appropriate time may result in termination of the contract.

The schedule must include the Frequency Schedule as it pertains to the maintenance for that month. City will assume that Contractor will adhere to the schedule. City must receive notification of changes at least 24 hours in advance.

ATTACHMENT 1: EXTRA WORK PRICING SCHEDULE

LANDSCAPE MAINTENANCE

LABOR

| | |
|-----------------------|----------------------------|
| Additional Laborer | \$ <u>\$35.00</u> per hour |
| Additional Irrigator | \$ <u>\$40.00</u> per hour |
| Additional Supervisor | \$ <u>\$40.00</u> per hour |

IRRIGATION PARTS will be paid at cost plus a 15% mark-up.

PLANT MATERIAL REPLACEMENT

Note: Unless otherwise described, replacement plant material will be whatever is normal and customary for the City of Canyon Lake for plant material identified on landscape plans.

| | |
|----------------------------|----------------------|
| 1-Gallon Shrub Installed* | \$ <u>\$12.00</u> |
| 2-Gallon Shrub Installed* | \$ <u>\$18.00</u> |
| 5-Gallon Shrub Installed* | \$ <u>\$23.00</u> |
| 15-Gallon Shrub Installed* | \$ <u>\$90.00</u> |
| 15-Gallon Tree Installed* | \$ <u>\$140.00</u> |
| 24"-Box Tree Installed* | \$ <u>\$350.00</u> |
| 30"-Box Tree Installed* | \$ <u>\$675.00</u> |
| 36"-Box Tree Installed* | \$ <u>\$2,500.00</u> |

Note: Anything over 36" box size or not listed above will be paid at the contractual hourly rate plus material cost with a 15% mark-up.

*To include the following: provide plant, digging of hole, setting of plant, backfilling with approved soil amendments and fertilizer, watering in, staking (if needed), securing with cinch ties, and replacing decomposed granite or bark mulch with the same to match existing.

CONTRACTOR'S NOTE: *Manfreda Bloodspot plants are sold in 2 gallon size and the price for this plant installed is \$36.00.*

ATTACHMENT 2 FREQUENCY SCHEDULE
LANDSCAPE MAINTENANCE AND SPECIFIC
MAINTENANCE DUTIES

Irrigation system maintenance

Maintenance of the irrigation system is a necessary and continuing process involving monitoring, adjustment, cleaning, and repair. Canyon Lake draws irrigation water from holding ponds fed by reclaimed water. It is imperative that the system be checked and monitored regularly to keep the irrigation system operational.

Contractor shall familiarize himself and his staff with the pump station operation, including the N-Control fertigation pump and equipment.

Continually clean debris from irrigation equipment for proper water discharge, including basket strainer, master valve, flow sensor, remote control valve, drip irrigation filter, emitters, and bug caps.

During times when the water supply is cut off or the irrigation system is otherwise inoperable, the landscape shall be carefully monitored for signs of water stress. Start a hand watering program immediately for all stressed landscapes, and notify the City in writing if this occurs.

Wire tracing and diagnosis of wire miscommunication, equipment not working, and all other electric problems shall be included within the monthly service at no additional cost to the City.

Maintain electric control valve boxes free of dirt and debris.

Maintain all irrigation equipment in good operating order, including proper coverage adjustments. Repair or replace equipment as needed using the exact type and manufacturer as called for in the original irrigation plans, unless otherwise directed by the City of Canyon Lake. Contact the City of Canyon Lake as soon as equipment is found to be in need of repair or replacement.

Maintain Rain Bird 1800 tree spray heads one (1) inch above the top of the mulch.

Replace bug caps on drip irrigation spaghetti tubing as needed.

Bury and stake down Blu-lock pipe to keep it covered and below the mulch layer.

The contractor shall keep permanent records of all performed maintenance tasks. Records shall be presented to the City quarterly. Record all proposed and executed repairs. Contractor shall record all times when the irrigation systems are not operable.

Plant maintenance

No plants shall be trimmed using *gas powered hedge shears* or *string trimmers*, except as directed and approved by the City.

Dead or dying plants shall be reported to the City and replaced at the contractor's expense, unless authorized in writing by the City.

Palm fruit shall be removed from the medians regularly to eliminate germination.

Overhanging plants from adjacent properties that impact the landscape maintenance area or cause site distance to be obscured shall be trimmed on a regular basis. This includes plants hanging over the walls or through the fence. These shall be trimmed away from the parkway. Litter that falls as a result of overhanging plants from adjacent properties shall be removed from the parkway on a regular basis.

Pine cones that fall shall be removed from the parkway.

Vines shall be continuously trained to walls. Vine runners shall be removed from planting areas. Vines shall not be allowed to grow over wall onto private property.

Low voltage light maintenance

Notify the City if the low voltage light system requires repair or if bulbs require changing.

**ATTACHMENT 2: FREQUENCY SCHEDULE
LANDSCAPE MAINTENANCE AREA –CL RRCR ROW**

| ACTIVITY | AREA | | | | |
|---|---------|----------|--------------------|--------------|--|
| | Medians | Parkways | Merchants Extended | Fire Station | |
| Irrigation operation inspection | D | D | B | D | |
| Remove plant flower stalks | M | M | M | M | |
| Fertilize with Tri-C humate | I | I | I | I | |
| Safety-prune plant material | M | M | M | M | |
| Remove weeds* (see below) | F | G | G | G | |
| Prune shrubs and ground covers | M | M | M | M | |
| Rake DG | H | | | | |
| Rake, dress (bark, mulch) areas | | G | G | G | |
| Litter removal | D | D | B | D | |
| Rodent control | M | M | M | M | |
| Disease and pest control | M | M | M | M | |
| Clean signs and benches | H | H | | | |
| Clean walks, curbs, gutters, hardscape | G | G | G | G | |
| Clean basket strainer** | | G | | | |
| Clean RCV filters** | G | G | G | G | |
| Empty and clean trash receptacles, replace liners | | F | | | |
| Clean MV and flow sensor** | | G | | | |
| Clean or sweep cobble | Q | | | | |
| Check LV light operation* | I | | | | |
| Clean LV light lens with carnauba wax | K | | | | |
| <p>**perform task more often as necessary to keep them clean of algae, debris, and other *perform task in all areas at the minimum frequency indicated (more often if needed)</p> | | | | | |

ATTACHMENT 3: FREOUENCY SCHEDULE LEGEND

| <u>FREOUENCY SCHEDULE LEGEND</u> | |
|---|---|
| A | Daily, before 10:00 a.m., 7 days per week |
| B | Weekly, before 10:00 a.m., Monday through Friday |
| C | Daily, before close of business (5:00 p.m.), Monday through Friday |
| D | Weekly, before close of business (5:00 p.m.) on Friday |
| E | Three times weekly (Monday, Wednesday, Friday), before 10:00 a.m. |
| F | Bi-weekly (every 2 weeks) |
| G | Monthly (12 times per year, every month) |
| H | Bi-monthly (6 times per year, every two months) |
| I | Quarterly (4 times per year) |
| J | Semi-annually (2 times per year) |
| K | Annually (1 time per year) |
| L | Seasonal |
| M | As needed to maintain plant material health and/or public safety |
| N | As needed |
| O | October 1 to April 30, once monthly; May 1 to September 30, every 2 weeks; Except specified areas |
| P | Monthly, from May to October (6 times) |
| Q | October 1 to April 30 every other week; May 1 to September 30 weekly |
| R | October 1 to May 30, three times weekly (Monday, Wednesday, Friday), before 10:00 a.m.; June 1 to September 30, once a week |

ATTACHMENT 4: AREA CALCULATIONS
LANDSCAPE MAINTENANCE CL RRCR ROW

AREA CALCULATIONS:

Total Landscape Area: 137,631 square feet

Cobble Area: 8,179 square feet

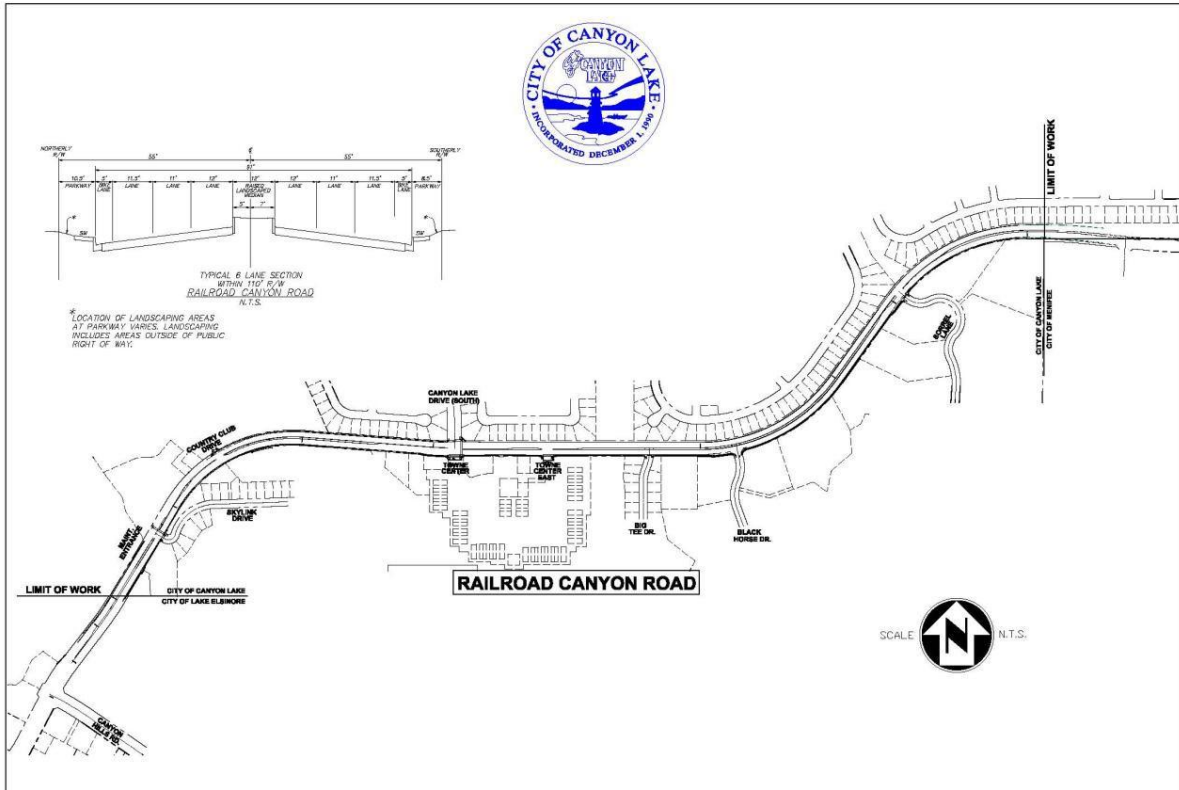
Stabilized Decomposed Granite Area: 10,380 square feet

Planted Area: 108,436 square feet

Bark Mulch Area: 83, 632 square feet

Decomposed Granite Mulch Area: 36,439 square feet

**ATTACHMENT 4: AREA CALCULATIONS
LANDSCAPE MAINTENANCE AREA MAP
CL RRCR ROW**



ATTACHMENT 5 RECLAIMED WATER ASSOCIATED DUTIES
LANDSCAPE MAINTENANCE AREA CL RRCR ROW

**City of Canyon Lake Reclaimed Water and Irrigation
System**

The irrigation system is currently utilizing reclaimed water from EVMWD that is pumped into holding ponds and pulled out as needed to the streetscape. The ponds are shared with the Canyon Lake Golf Course. The system also utilizes an Amiad filter that is automatically flushed at the pump station, a secondary Yardney Basket strainer at the Master Valve/Flow Sensor location as well as individual Amiad disk filters at all 53 drip zones. The drip zones are designed with Bowsmith 2GPH emitters. The irrigation controller is a Rainbird ESP LXD 2 wire path controller with a total of 71 separate zones.

It is the responsibility of the contractor to maintain the following:

- Contractor shall inspect, clean and flush the all 53 Amiad disk filters a minimum of 1 time per month and as needed to keep free of excessive debris buildup and reduced flow. Contractor shall use a mixture of ¼ cup bleach to gallon of water to clean the filters.
- Contractor shall inspect and flush all lateral lines a minimum of 1 time every 3 months or as needed to reduce excessive debris buildup within the system.
- Contractor shall inspect and clean all Master Valve and Remote Control Valves a minimum of 1 time each month or as needed to keep the system fully functional.
- Logs shall be maintained to be reviewed by the City Representative upon request which show what days the valves, filters and lateral lines were inspected and cleaned according to the maintenance schedule.
- All irrigation systems and emitters shall be inspected regularly and continually to ensure optimum functionality and coverage of the system to reduce plant stress due to lack of water or overwatering.
- Contractor shall be responsible of maintaining the controller in a fully functional state using all the weather components and flow sensing capabilities.
- All irrigation shall be managed and maintained in such a way as to optimize plant health and vigorous growth.

This Contract and Agreement, is made and effective this 24th day of July 2017, by and between the City of Canyon Lake, a California general law City ("CITY"), located at 31516 Railroad Canyon Road, Canyon Lake, CA 92587, and CHARLES T. ANDREWS, INC., DBA CTAI PACIFIC GREENSCAPE, ("CONTRACTOR").

WITNESSETH:

WHEREAS, CITY desires to hire a company to provide Landscape Maintenance services pursuant to CITY specifications and duly developed, prepared and implemented a bid for such work; and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for such services indicating that it has the requisite personnel and experience, and is capable of providing the deliverables for as the CITY as set out in the PROPOSAL FOR LANDSCAPE MAINTENANCE;

NOW, THEREFORE, it is mutually understood and agreed by CITY and CONTRACTOR as follows:

**ARTICLE 1.
COMPELETE AGREEMENT**

A. The complete Agreement shall consist of the following component parts: This Agreement, and Amendments, if any; the Notice Inviting Bids; the Bid Terms and Conditions and Instructions to Bidders; the signed Bid Proposal, the Subcontractor List if a portion of the work is to be performed by a subcontractor, the non-collusion Affidavit, the accepted CONTRACTOR's bid, dated JULY 20, 2017, including all attached documents; the required bond(s) fully executed, if any; each of the component parts of the bid documents; and the addenda, if any. Agreement between CITY and CONTRACTOR and the said other documents are as fully a part of this Agreement as if hereto attached or herein repeated.

This instrument and the other documents mentioned above in this Article 1 constitute the complete and exclusive statement of the term(s) and condition(s) of the Agreement between CITY and CONTRACTOR and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. In the event of any discrepancy between or among the portions of the Agreement Documents, the following shall take precedence: (a) Change Orders/ Amendments/ Modifications; (b) this Agreement; (c) the accepted CONTRACTOR's proposal; (d) Addenda, if any; and (e) the solicitation, if any.

C. CITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s) and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically authorized by signed written amendment to this Agreement issued in accordance with the provisions of this Agreement.

ARTICLE 2.
SCOPE OF WORK

A. CONTRACTOR shall provide all labor, materials, equipment, and services required to perform the Statement of Work attached hereto as the PROPOSAL FOR LANDSCAPE MAINTENANCE and incorporated herein by this reference.

Furthermore, CONTRACTOR shall perform the Statement of Work in accordance with the Bid Sheet attached hereto as PROPOSAL LANDSCAPE MAINTENANCE and incorporated herein by this reference.

B. All services and equipment shall be provided at the times and places designated by the CITY.

ARTICLE 3.
TERM

This contract shall commence on September 2, 2017, and end or before September 2, 2019. City has the option of extending the contract for an additional year after this date, based on the performance of the Contractor. All work shall commence immediately upon receiving a written Notice to Proceed from the CITY.

ARTICLE 4.
MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including, but not limited to obligation for CONTRACTOR's costs and profit), shall be SIXTY-THREE THOUSAND dollars and ZERO cents (\$63,000.00) for the Scope of Work which shall include all amounts payable to CONTRACTOR for its labor, subcontracts, leases, materials, equipment, the deliverables, and costs arising from CONTRACTOR's performance of this Agreement. CONTRACTOR exceeds the maximum cumulative amount at its own risk and expense.

ARTICLE 5.
PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 6 below, CITY shall pay CONTRACTOR for work satisfactorily completed in accordance with the terms of the contract.

B. **Monthly Payment** CITY shall make payments based on invoices received for services satisfactorily performed.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and

provides for the payment of interest on progress payment requests that are not timely made in accordance with that Article. This agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

ARTICLE 6.
PREVAILING WAGES

Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform to those posted at the CITY offices and the Project site.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1773.8 Travel and Subsistence Pay
2. Section 1774 Prevailing Wage Requirement
3. Section 1775 Penalty for Failure to Comply with Prevailing Wage Rates
4. Section 1776 Payroll Records
5. Section 1777.4 Apprenticeship Requirements
6. Section 1777.5 Apprenticeship Requirements
7. Sections 1810 and 1811 Working Hour Restrictions
8. Section 1813 Penalty for Failure to Pay Overtime
9. Section 1815 Overtime Rate Requirement

ARTICLE 7.
CONTRACTOR'S LICENSE

At the time of commencing work and throughout the Project duration, CONTRACTOR shall be in possession of a valid California State Contractor's License and certifications as listed below:

- City of Canyon Lake Business License
- C-27 Landscape Contractor License
- California State Pest Control Applicators License
- Riverside County Pesticide Business License
- ISA Arborist Certification
- Irrigation Association Certified Landscape Auditor Certificate

Furthermore, CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that _____ whose title is Owner, is authorized to act for and bind the corporation.

respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 11. **INSURANCE**

The bidder shall not commence work under this contract until it has secured all insurance and bonds required nor shall it allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained. All insurance issued in compliance with this section shall be issued in the form, and be an insurer or insurers, satisfactory to and first approved by the CITY in writing.

Without limiting Contractor's indemnification of CITY, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate.

Automobile liability 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 Work to be performed under this Agreement, 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.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than \$4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insured under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor 's employees in accordance with the laws of the State of California,

Section 3700 of the Labor Code In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees,

Contractor shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY and their officers, officials, agents, employees and authorized volunteers.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the 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, their agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements 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 Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance 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 the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers 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 sub-consultants.

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.

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.

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.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and their officers, officials, employees, agents and authorized volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY's right to revise requirements. 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 a ninety (90)-day 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.

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.

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 Agreement, and that involve or may involve coverage under any of the required liability policies.

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.

Contractor agrees to provide immediate notice to CITY of any claim or loss against contractor that includes CITY as a defendant. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. In the event of any loss that is not insured due to the failure of to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the CITY, or the CITY's employees as a result of such failure.

Contractor agrees not to attempt to avoid its defense and indemnity obligations to CITY and its employees, agents, officials and servants by using as a defense contractor's statutory immunity under workers' compensation and similar statutes.

Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which contractor conducts operations of any type on behalf of CITY. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of contractor.

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between contractor and CITY or between CITY and any party associated with CITY or its employees.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.

Contractor agrees that upon request, all agreements with subcontractors or others with whom contractor contracts with on behalf of CITY will be submitted to CITY for review. Contractor acknowledges that such contracts or Agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of CITY to request copies of such agreement will not impose any liability on CITY, or its employees.

If contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insured

ARTICLE 12. **CHANGES**

By written notice or order, CITY may, from time to time, order work suspension or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to CITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify CITY thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the agreement as changed.

ARTICLE 13. **CONTRACTOR CLAIMS OF \$375,000 OR LESS**

Claims by the CONTRACTOR relating to the Project for (a) a time extension; (b) money or damages arising from work done by, or on behalf of, the CONTRACTOR on the Project for which payment is not expressly provided for or to which the CONTRACTOR is not otherwise entitled; or (c) an amount that is disputed by the CITY, with a value of Three Hundred Seventy Five Thousand Dollars and 00/100 (\$375,000.00) or less, are subject to the claims

procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and California Public Contract Code Sections 20104 through 20104.6, incorporated by reference. Notwithstanding, statutory Govt. Code Claims procedures apply to any dispute that remains unresolved or to amounts in excess of this limit.

Effective January 1, 2017, the provisions of Public Contract Code Section 9204 govern claims by the CONTRACTOR to the CITY. The provisions of Section 9204 are attached as **Exhibit A** and included by reference.

ARTICLE 14. **TERMINATION**

A. Termination Prior to Expiration of Term CITY reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to CONTRACTOR. Upon receipt of any notice of termination, pursuant to this Section, CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. CONTRACTOR shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer.

B. Termination for Default of CONTRACTOR If termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, CITY may take over work and prosecute the same to completion by contract or otherwise, and CONTRACTOR shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation stipulated for the purpose of setoff or partial payment of the amounts owed to the CITY.

ARTICLE 15. **INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

In addition to any other indemnification provisions of the Contract Documents, and specifically indemnifications for hazardous materials, Contractor shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY and its officers, officials, employees and volunteers 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 negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, 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 Agreement.

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 agreement, 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 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.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to CITY, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance or subject matter of this agreement. In the event contractor fails to obtain such indemnity obligations from others as required here, contractor agrees to be fully responsible according to the terms of this section.

Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

ARTICLE 16.
ASSIGNMENT AND SUBCONTRACTING

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of CITY. Consent by CITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

ARTICLE 17.
RECORD AUDIT

Under California Government Code, Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000), any records or documents of both the CITY and the CONTRACTOR shall be subject to examination, audit, and/or copying at any time during regular business hours by the Auditor General for a period of three (3) years after final payment, upon oral or written request of the CITY.

ARTICLE 18.
CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

ARTICLE 19.
SUBSURFACE HAZARDOUS MATERIALS

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.

C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a

decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law that pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20.
PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

ARTICLE 21.
LEGAL PROVISIONS

A. **Governing Law.** The laws of the State of California shall govern this agreement.

B. **Compliance with applicable laws.** CONTRACTOR and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder.

C. **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

D. **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Riverside County.

E. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF CANYON LAKE

CONTRACTOR

Date: _____

Date: 7/24/17

By: City Manager

Charles Andrews
By: Contractor

EXHIBIT A

Public Contract Code Section 9204:

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, CITY, special CITY, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) "Public entity" shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.

- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body 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 public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- (B) 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 public entity shall provide the claimant 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 public entity 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 public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. 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. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) 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.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision 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 public entity'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 or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor

presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

This Contract and Agreement, is made and effective this 24th day of July 2017, by and between the City of Canyon Lake, a California general law City ("CITY"), located at 31516 Railroad Canyon Road, Canyon Lake, CA 92587, and CHARLES T. ANDREWS, INC., DBA CTAI PACIFIC GREENSCAPE, ("CONTRACTOR").

WITNESSETH:

WHEREAS, CITY desires to hire a company to provide Landscape Maintenance services pursuant to CITY specifications and duly developed, prepared and implemented a bid for such work; and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for such services indicating that it has the requisite personnel and experience, and is capable of providing the deliverables for as the CITY as set out in the PROPOSAL FOR LANDSCAPE MAINTENANCE;

NOW, THEREFORE, it is mutually understood and agreed by CITY and CONTRACTOR as follows:

**ARTICLE 1.
COMPELETE AGREEMENT**

A. The complete Agreement shall consist of the following component parts: This Agreement, and Amendments, if any; the Notice Inviting Bids; the Bid Terms and Conditions and Instructions to Bidders; the signed Bid Proposal, the Subcontractor List if a portion of the work is to be performed by a subcontractor, the non-collusion Affidavit, the accepted CONTRACTOR's bid, dated JULY 20, 2017, including all attached documents; the required bond(s) fully executed, if any; each of the component parts of the bid documents; and the addenda, if any. Agreement between CITY and CONTRACTOR and the said other documents are as fully a part of this Agreement as if hereto attached or herein repeated.

This instrument and the other documents mentioned above in this Article 1 constitute the complete and exclusive statement of the term(s) and condition(s) of the Agreement between CITY and CONTRACTOR and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. In the event of any discrepancy between or among the portions of the Agreement Documents, the following shall take precedence: (a) Change Orders/ Amendments/ Modifications; (b) this Agreement; (c) the accepted CONTRACTOR's proposal; (d) Addenda, if any; and (e) the solicitation, if any.

C. CITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s) and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically authorized by signed written amendment to this Agreement issued in accordance with the provisions of this Agreement.

ARTICLE 2.
SCOPE OF WORK

A. CONTRACTOR shall provide all labor, materials, equipment, and services required to perform the Statement of Work attached hereto as the PROPOSAL FOR LANDSCAPE MAINTENANCE and incorporated herein by this reference.

Furthermore, CONTRACTOR shall perform the Statement of Work in accordance with the Bid Sheet attached hereto as PROPOSAL LANDSCAPE MAINTENANCE and incorporated herein by this reference.

B. All services and equipment shall be provided at the times and places designated by the CITY.

ARTICLE 3.
TERM

This contract shall commence on September 2, 2017, and end or before September 2, 2019. City has the option of extending the contract for an additional year after this date, based on the performance of the Contractor. All work shall commence immediately upon receiving a written Notice to Proceed from the CITY.

ARTICLE 4.
MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including, but not limited to obligation for CONTRACTOR's costs and profit), shall be SIXTY-THREE THOUSAND dollars and ZERO cents (\$63,000.00) for the Scope of Work which shall include all amounts payable to CONTRACTOR for its labor, subcontracts, leases, materials, equipment, the deliverables, and costs arising from CONTRACTOR's performance of this Agreement. CONTRACTOR exceeds the maximum cumulative amount at its own risk and expense.

ARTICLE 5.
PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 6 below, CITY shall pay CONTRACTOR for work satisfactorily completed in accordance with the terms of the contract.

B. **Monthly Payment** CITY shall make payments based on invoices received for services satisfactorily performed.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and

provides for the payment of interest on progress payment requests that are not timely made in accordance with that Article. This agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

ARTICLE 6. **PREVAILING WAGES**

Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform to those posted at the CITY offices and the Project site.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1773.8 Travel and Subsistence Pay
2. Section 1774 Prevailing Wage Requirement
3. Section 1775 Penalty for Failure to Comply with Prevailing Wage Rates
4. Section 1776 Payroll Records
5. Section 1777.4 Apprenticeship Requirements
6. Section 1777.5 Apprenticeship Requirements
7. Sections 1810 and 1811 Working Hour Restrictions
8. Section 1813 Penalty for Failure to Pay Overtime
9. Section 1815 Overtime Rate Requirement

ARTICLE 7. **CONTRACTOR'S LICENSE**

At the time of commencing work and throughout the Project duration, CONTRACTOR shall be in possession of a valid California State Contractor's License and certifications as listed below:

- City of Canyon Lake Business License
- C-27 Landscape Contractor License
- California State Pest Control Applicators License
- Riverside County Pesticide Business License
- ISA Arborist Certification
- Irrigation Association Certified Landscape Auditor Certificate

Furthermore, CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that CHARLES T. ANDREWS, whose title is Owner, is authorized to act for and bind the corporation.

ARTICLE 8.
REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code, CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing. The CONTRACTOR must submit certified payroll prior to any payment for work performed.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

ARTICLE 9.
NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, or postage prepaid and addressed as follows:

| | |
|----------------|---|
| To CITY: | Public Works Department City of Canyon Lake 31516 Railroad Canyon Road Canyon Lake, CA 92587 |
| To CONTRACTOR: | CHARLES T. ANDREWS, INC. DBA CTAI PACIFICE GREENSCAPE 23520 KETTLE ROAD MURRIETTA, CA 92562 |

ARTICLE 10.
INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to CITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be considered exclusively to be employees of CONTRACTOR and not employees of CITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations

respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 11. **INSURANCE**

The bidder shall not commence work under this contract until it has secured all insurance and bonds required nor shall it allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained. All insurance issued in compliance with this section shall be issued in the form, and be an insurer or insurers, satisfactory to and first approved by the CITY in writing.

Without limiting Contractor's indemnification of CITY, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate.

Automobile liability 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 Work to be performed under this Agreement, 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.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than \$4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insured under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California,

Section 3700 of the Labor Code In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees,

Contractor shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY and their officers, officials, agents, employees and authorized volunteers.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the 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, their agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements 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 Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance 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 the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers 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 sub-consultants.

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.

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.

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.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and their officers, officials, employees, agents and authorized volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY's right to revise requirements. 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 a ninety (90)-day 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.

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.

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 Agreement, and that involve or may involve coverage under any of the required liability policies.

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.

Contractor agrees to provide immediate notice to CITY of any claim or loss against contractor that includes CITY as a defendant. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. In the event of any loss that is not insured due to the failure of to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the CITY, or the CITY's employees as a result of such failure.

Contractor agrees not to attempt to avoid its defense and indemnity obligations to CITY and its employees, agents, officials and servants by using as a defense contractor's statutory immunity under workers' compensation and similar statutes.

Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which contractor conducts operations of any type on behalf of CITY. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of contractor.

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between contractor and CITY or between CITY and any party associated with CITY or its employees.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.

Contractor agrees that upon request, all agreements with subcontractors or others with whom contractor contracts with on behalf of CITY will be submitted to CITY for review. Contractor acknowledges that such contracts or Agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of CITY to request copies of such agreement will not impose any liability on CITY, or its employees.

If contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insured

ARTICLE 12. **CHANGES**

By written notice or order, CITY may, from time to time, order work suspension or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to CITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify CITY thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the agreement as changed.

ARTICLE 13. **CONTRACTOR CLAIMS OF \$375,000 OR LESS**

Claims by the CONTRACTOR relating to the Project for (a) a time extension; (b) money or damages arising from work done by, or on behalf of, the CONTRACTOR on the Project for which payment is not expressly provided for or to which the CONTRACTOR is not otherwise entitled; or (c) an amount that is disputed by the CITY, with a value of Three Hundred Seventy Five Thousand Dollars and 00/100 (\$375,000.00) or less, are subject to the claims

procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and California Public Contract Code Sections 20104 through 20104.6, incorporated by reference. Notwithstanding, statutory Govt. Code Claims procedures apply to any dispute that remains unresolved or to amounts in excess of this limit.

Effective January 1, 2017, the provisions of Public Contract Code Section 9204 govern claims by the CONTRACTOR to the CITY. The provisions of Section 9204 are attached as **Exhibit A** and included by reference.

ARTICLE 14.
TERMINATION

A. Termination Prior to Expiration of Term CITY reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to CONTRACTOR. Upon receipt of any notice of termination, pursuant to this Section, CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. CONTRACTOR shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer.

B. Termination for Default of CONTRACTOR If termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, CITY may take over work and prosecute the same to completion by contract or otherwise, and CONTRACTOR shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation stipulated for the purpose of setoff or partial payment of the amounts owed to the CITY.

ARTICLE 15.
INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

In addition to any other indemnification provisions of the Contract Documents, and specifically indemnifications for hazardous materials, Contractor shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY and its officers, officials, employees and volunteers 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 negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, 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 Agreement.

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 agreement, 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 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.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to CITY, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance or subject matter of this agreement. In the event contractor fails to obtain such indemnity obligations from others as required here, contractor agrees to be fully responsible according to the terms of this section.

Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

ARTICLE 16. **ASSIGNMENT AND SUBCONTRACTING**

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of CITY. Consent by CITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

ARTICLE 17. **RECORD AUDIT**

Under California Government Code, Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000), any records or documents of both the CITY and the CONTRACTOR shall be subject to examination, audit, and/or copying at any time during regular business hours by the Auditor General for a period of three (3) years after final payment, upon oral or written request of the CITY.

ARTICLE 18.
CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

ARTICLE 19.
SUBSURFACE HAZARDOUS MATERIALS

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.

C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a

decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law that pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20.
PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

ARTICLE 21.
LEGAL PROVISIONS

- A. **Governing Law.** The laws of the State of California shall govern this agreement.
- B. **Compliance with applicable laws.** CONTRACTOR and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder.
- C. **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- D. **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Riverside County.
- E. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF CANYON LAKE

CONTRACTOR

Date: _____

Date: 7/24/17

By: City Manager

Charles Andrews
By: Contractor

EXHIBIT A

Public Contract Code Section 9204:

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, CITY, special CITY, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) "Public entity" shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.

- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body 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 public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- (B) 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 public entity shall provide the claimant 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 public entity 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 public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. 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. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) 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.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision 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 public entity'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 or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor

presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.



Bid Documents
City of Canyon Lake

LANDSCAPE MAINTENANCE
Including irrigation repair and maintenance
with a reclaimed water component

2017-08

City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

Submitted By:
CTAI Pacific Greenscape
Charles Andrews
23520 Kettle Rd.
Murrieta, CA 92562
Phone: (951) 696-2277
Fax: 951-461-0760
Email: ctai@me.com
July 20, 2017

**AFFIDAVIT OF NON-COLLUSION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

CITY OF CANYON LAKE LANDSCAPE MAINTENANCE

State of California)
County of Riverside) ss

Charles Andrews, being first duly sworn, deposes and says that he/she is of President, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and neither collusive nor sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: Charles Andrews
Signature (CONTRACTOR)

President
Title (CONTRACTOR)

A notary public or other officer completing this certificate verifies on 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.

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20____

Signature of Officer Administering Oath
(NOTARY PUBLIC)

See Attached Notarized
Document Dated 07/19/2017.

CALIFORNIA JURAT

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 }

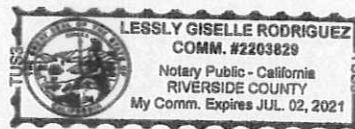
Subscribed and sworn to (or affirmed) before me on this 19 day of JULY, 2017
Date Month Year

by Charles Andrews

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: Lesly Giselle Rodriguez
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment 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: _____

CONTRACTOR'S PROPOSAL

Date July 18 2017

To the City of Canyon Lake:

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:

- Charles Andrews - President - Manager
- Stephanie Andrews - V. President - Treasurer - Secretary

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

(b) That this bid proposal is made without collusion with any person, firm or corporation.

(c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid proposal solely upon his own knowledge.

(d) That by submitting this bidder's Proposal, he acknowledges receipt and knowledge of the contents of those communications sent by the Desert Recreation City to him at the address furnished by him to the Desert Recreation City when this bid proposal form was obtained.

(e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid proposal in accordance therewith.

(f) That, if this bid proposal is accepted he will enter into a written contract for the performance of the proposed work with the City.

(g) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates, and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid proposal is a certified or cashier's check or bidder's bond, payable to the order of the City in the amount of

Six thousand - three hundred DOLLARS (\$ 6,300⁰⁰) Said BIDDER's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state as a "California admitted insurer".

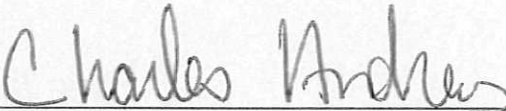
It is understood and agreed that should the bidder fail within ten business days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said cash, check, or bidder's bond, shall become the property of the Desert Recreation City, but if this contract is entered into and said bonds are furnished, or if the bid is not accepted then said check or cash shall be returned to the undersigned, or the bidder will be released from the bidder's bond.

CTAI Pacific Greenscape

Print Name of Bidder

23520 Kettle Rd. Murrieta, Ca 92562
Street Address City Zip Code

Telephone Number 951-696-2277


Signature of BIDDER

CONTRACTOR'S PROPOSAL (CONTINUED)

SPECIFIC TERMS AND CONDITIONS

BID LOCATIONS

| ITEM | DESCRIPTION | PRICE (MONTHLY) | PRICE (ANNUALLY) |
|--------------|---|----------------------------|-----------------------------|
| 1. | Railroad Canyon Road Right of Way, slopes and Medians | \$ 5,000.00 | \$ 60,000.00 |
| 2. | Fire Station | \$ 250.00 | \$ 3,000.00 |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| TOTAL | | \$ 5,250.00 | \$ 63,000.00 |

TOTAL AMOUNT BASE BID IN FIGURES \$ 63,000.00

TOTAL AMOUNT BASE BID IN WORDS _____

Sixty three thousand dollars and zero cents

BID PROPOSAL FORM

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Charles T. Andrews Incorporated

Dbac T A I Pacific Greenscape as principal, and

Argonaut Insurance Company as surety, are held and firmly bound unto the City, hereinafter "City" in the sum to ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of G.A.B. (Ten Percent of the Greatest Amount Bid)

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above mentioned bid to the City for landscape maintenance services specifically described as follows, for which bids are to be opened at the City of Canyon Lake, City Hall, on Juy 20th, 2017 [time] at _____* [address].

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid proposal, and files the two bonds with the City, one to guarantee faithful performance and other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

* 31516 Railroad Canyon Road, Canyon Lake, CA 92587

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 17th
day of July, 2017

Charles T. Andrews Incorporated
Db a C T A I Pacific Greenscape _____ (seal)

 _____ (seal)

_____ (seal)

_____ (seal)
PRINCIPAL

Argonaut Insurance Company _____ (seal)

 _____ (seal)

SURETY Gabriella Grady, Attorney-In-Fact
C/o CMGIA - 20335 Ventura Blvd., Suite 426
Woodland Hills, CA 91364 _____ (seal)
ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Premium : \$ N/A

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013.

Argonaut Insurance Company



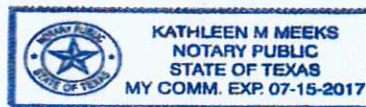
by: *Joshua C. Betz*

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 17th day of July, 2017.



Sarah Heineman
Sarah Heineman, VP-Underwriting Surety

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 LOS ANGELES)

On JUL 17 2017 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared GABRIELLA GRADY
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 [Signature]
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: _____
 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: _____

SUBCONTRACTOR LIST

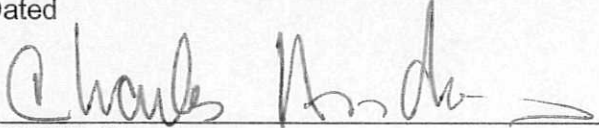
In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General contractor in or about the landscape maintenance services in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of the work which will be done by each subcontractor.

| Name of Subcontractor on License | Address of Office | License Number | Work to be completed by subcontractor |
|----------------------------------|---|----------------|---|
| Patrick Hamamoto | 33103 Nancy Ln. Menifee, CA 92583 | #WE8835A | Arborist |
| Jaime Bayona | 1801 Pierce St. 2nd Floor Riverside, CA. 92505 | #61662 | Certified Landscape Irrigation Auditor |
| | | | |
| | | | |
| | | | |

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)

7/19/2017

Dated _____



 BIDDER Signature

ATTACHMENT 1: EXTRA WORK PRICING SCHEDULE

LANDSCAPE MAINTENANCE

LABOR

| | |
|-----------------------|----------------------------|
| Additional Laborer | \$ <u>\$35.00</u> per hour |
| Additional Irrigator | \$ <u>\$40.00</u> per hour |
| Additional Supervisor | \$ <u>\$40.00</u> per hour |

IRRIGATION PARTS will be paid at cost plus a 15% mark-up.

PLANT MATERIAL REPLACEMENT

Note: Unless otherwise described, replacement plant material will be whatever is normal and customary for the City of Canyon Lake for plant material identified on landscape plans.

| | |
|----------------------------|----------------------|
| 1-Gallon Shrub Installed* | \$ <u>\$12.00</u> |
| 2-Gallon Shrub Installed* | \$ <u>\$18.00</u> |
| 5-Gallon Shrub Installed* | \$ <u>\$23.00</u> |
| 15-Gallon Shrub Installed* | \$ <u>\$90.00</u> |
| 15-Gallon Tree Installed* | \$ <u>\$140.00</u> |
| 24"-Box Tree Installed* | \$ <u>\$350.00</u> |
| 30"-Box Tree Installed* | \$ <u>\$675.00</u> |
| 36"-Box Tree Installed* | \$ <u>\$2,500.00</u> |

Note: Anything over 36" box size or not listed above will be paid at the contractual hourly rate plus material cost with a 15% mark-up.

*To include the following: provide plant, digging of hole, setting of plant, backfilling with approved soil amendments and fertilizer, watering in, staking (if needed), securing with cinch ties, and replacing decomposed granite or bark mulch with the same to match existing.

CONTRACTOR'S NOTE: *Manfreda Bloodspot plants are sold in 2 gallon size and the price for this plant installed is \$36.00.*

COMPANY INFORMATION

Charles T. Andrews Inc. DBA CTAI Pacific Greenscape
23520 Kettle Rd., Murrieta, CA 92562
(951) 696-2277 Office
(800) 761-5555 Toll Free
(951) 461-0760 Facsimile

Dun & Bradstreet Number – 807805247
Primary SIC Number– 0782 (Landscape)
Secondary SIC Number– 7342 (Pest Control)

California C-27 – 790437
QAL– 105734 Charles T. Andrews, Sr
California D49 790437– Tree Service License

Key Contact: Charles T. Andrews Sr. – President/ CEO
Cellular:(951) 453- 3519
Office:(951) 696-2277
Facsimile:(951) 461-0760

The key contact person listed above is the individual authorized to contractually bind the organization for any proposal against this RFP.

CTAI Pacific Greenscape has a strict and continuous 'Safety and Training Program'. All of our landscape maintenance personnel are required to attend a 30-minute weekly safety meeting, at our maintenance yard, every Monday morning. Cal/OSHA requires that every California employer establish, implement and maintain a written Injury and Illness Prevention Program (IIP). We have new employee orientation including a discussion of safety and health policies and procedures. We have workplace safety training programs, including the safe operations of landscape maintenance machinery and construction equipment. Chainsaw, power mower and other power tool operations safety. Some of the issues and topics that are discussed include but are not limited to: Driver safety; Slip and fall prevention; Fire prevention; Traffic control; Communications; Materials and chemical handling, storage, hazards and precautions. All of our landscape maintenance crews and field personnel are required to wear company issued uniforms, with OSHA Approved Stage II reflective safety vests, leather steel toe work boots, work gloves, ear and eye protection (at all times) during work hours.

REFERENCE #1

City of Canyon Lake

31516 Railroad Canyon Road
Canyon Lake, CA 92587
Tel: (951) 244-2955

Margaret Monson
margaretmonson@caaprofessionals.com
Cell: (951) 830-9202
Fax: (951) 471-1251

Our landscape service crews are responsible for the weekly grounds maintenance of The City of Canyon Lake. Our crews are responsible for Railroad Canyon Road Slopes, Parkways and Medians and The City of Canyon Lake Fire Station . The weekly landscape maintenance services that we provide include but are not limited to: horticultural maintenance of all landscape materials and hardscape structures, litter control, chemical application, weed control, turf maintenance, plant maintenance, tree maintenance, and irrigation maintenance. We have over 40 years knowledge, experience and expertise in the landscape care and maintenance industry, and we would implement our landscape programs to fulfill the proposed services.

REFERENCE #2

SOUTHWEST HEALTH CARE SERVICES

Inland Valley Regional Medical Center
Wildomar, Ca 92595
Contract Term: 2000-Present
Fax: (951) 677-9768

Tel: (951) 677-1111

Illya Esposito – Plant Operations Manager
Illya.esposito@uhsinc.com
Cell: (951) 375-0840
Fax: (951) 302-7172

Rancho Springs Medical Center
25500 Medical Center Drive
Murrieta, Ca 92562
Contract Term: 2000-2014
Fax: (951) 600-4318

Tel: (951) 696-6000

Manuel Arruda- Facility Manager
Manuel.arruda@uhsinc.com
Cell: (951) 515-6073
Fax: (951) 696-6204

At both medical facilities listed above, our crews are responsible for the weekly landscape maintenance, which includes but is not limited to: mowing, edging and trimming of all turf areas; pruning/trimming all shrubs, hedges and trees under 12'; weed control and abatement; pest, insect and disease control; aeration; fertilization; quarterly color change; irrigation systems inspections, maintenance and repairs; commercial parking lot sweeping; commercial pressure washing of sidewalks and walkways; day porter services. Both Inland Valley regional Medical Center and Rancho Springs Medical Center are two of Temecula Valley's largest health care facilities, and the type of landscape maintenance services we provide have been recognized by the community since 1994. We have over 40 years knowledge, experience and expertise in the landscape care and maintenance industry, and we would implement our landscape programs to fulfill the proposed services.

REFERENCE #3

CITY OF LAKE ELSINORE

City Of Lake Elsinore
Parks and Recreation Department
130 South Main Street
Lake Elsinore, Ca 92595
Tel: (951) 674-3124
Fax: (951) 471-1418

City Municipality
Site Locations: 12 Parks (110 Acres)
City Parks and Equestrian Trails

Leo Solorzano
Lsolorzano@Lake-Elsinore.org
Cell: (951) 830-9202
Fax: (951) 471-1251

Our landscape service crews are responsible for the weekly grounds maintenance of twelve (12) neighborhood, city and regional recreation parks within the City of Lake Elsinore. Our crews maintain baseball, football, soccer and multi-use sports fields at two (6) of the city parks. We also provide the landscape maintenance for the City Maintenance Yard, the City Channel Walk, the Senior Center and the Equestrian Trails. The weekly landscape maintenance services that we provide include but are not limited to: mowing, edging and trimming all turf areas; pruning/trimming of all shrubs, hedges and trees under 15'; weed control and abatement; pest, insect and disease control; aeration; fertilization; erosion control; litter/debris control; irrigation systems inspections, maintenance and repairs. We have a full time irrigation technician to service this contract. We also employ two (2) full-time day porters that unlock the restrooms, change the trash liners in all of the trash receptacles and pick-up litter/debris in all of the parks. If awarded this contract we will implement some of the same services to properly perform the maintenance services and responsibilities.



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 11, 2017
EXPIRES: December 31, 2018

**Pest Control Business - Main
LICENSE**

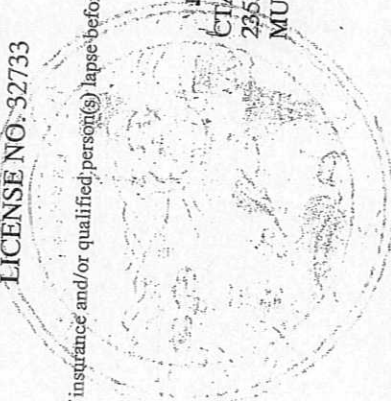
LICENSE NO: 32733

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

CTAI PACIFIC GREENSCAPE
23520 KETTLE RD
MURRIETA, CA 92562

Business Location
CTAI PACIFIC GREENSCAPE
23520 KETTLE RD
MURRIETA, CA 92562



POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QAL

QUALIFIED APPLICATOR LICENSE

License #: 105734

Categories: B

EXPIRES: 12/31/2018
ISSUED: 01/01/2017

CHARLES T ANDREWS SR
23520 KETTLE RD
MURRIETA CA 92562



This License must be shown to any representative of the Director or Commissioner upon request.

DIR #

Registration for Fiscal Year: 2018

PWC Registration Number: 1000017799

Contractor Legal Name: CHARLES T. ANDREWS INC.

Contractor Legal Entity: Corporation



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

LIC. NUMBER 790437

LIC. STATUS

Entity CORP

Business Name CHARLES T ANDREWS
INCORPORATED DBA C T A I
PACIFIC GREENSCAPE

Classification C27 C61/D49



Expiration Date 04/30/2018

www.cslb.ca.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---|--|--------------------------------------|
| PRODUCER B & B Premier Insurance Solutions 5008 Chesebro Road Suite 200 Agoura Hills CA 91301 | CONTACT NAME: Rudy Sanchez PHONE (A/C, No, Ext): (818) 223-8383 E-MAIL ADDRESS: rudys@bbpremierins.com | | FAX (A/C, No): (818) 223-8181 |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED Charles T Andrews Inc., DBA: CTAI Pacific Greenscape C/O Charles T. Andrews 23520 Kettle Rd Murrieta CA 92562 | INSURER A: The Ohio Casualty Ins Co | | NAIC # 24074 |
| | INSURER B: West American Insurance Company | | 44393 |
| | INSURER C: American Fire and Casualty Company | | 24066 |
| | INSURER D: ICW Group Insurance Companies | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 16/17

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | BKO56801780 | 12/12/2016 | 12/12/2017 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | MED EXP (Any one person) \$ 15,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | OTHER: | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | BAW56801780 | 12/12/2016 | 12/12/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | Medical payments \$ 5,000 |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input type="checkbox"/> OCCUR | ESA56801780 | 12/12/2016 | 12/12/2017 | EACH OCCURRENCE \$ 2,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$ 2,000,000 |
| | DED | RETENTION \$ | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | <input type="checkbox"/> Y/N | WVE 5021792 04 | 9/1/2016 | 9/1/2017 | PER STATUTE OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as an additional insured as per policy terms, limits, conditions, coverages and exclusions as their interests may appear in the operation of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City Canyon Lake
 31516 Railroad Canyon Road
 Canyon Lake, CA 92587

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rudy Sanchez/RICH

© 1988-2014 ACORD CORPORATION. All rights reserved.

**City of Canyon Lake
Administration & Finance Committee
Staff Report**

TO: Administration and Finance Committee
Mayor Randy Bonner
Councilman Larry Green

FROM: Aaron Palmer, City Manager

BY: Terry Shea, Accountant

DATE: August 1, 2017

SUBJECT: Approval of a Proposed Professional Services Agreement with NBS for a User Fee Study.

Recommendation

1. Approve a professional services agreement with NBS for a Comprehensive Citywide User Fee Study for a not-to-exceed amount of \$29,530

Background

The City charges a range of fees for services provided to residents and businesses. These fees are imposed as a result of public need, such as building and planning, rental uses, and other types of services. According to best practices established by the Government Finance Officers Association (GFOA) and the National Advisory Council on State and Local Budgeting (NACSLB), governments should calculate the full cost of the different services they provide and should review and update charges and fees periodically based on factors such as the impact of inflation, other cost increases, adequacy of cost recovery, use of services, and the competitiveness of current rates. User fees and charges for the City of Canyon Lake have not been reviewed or updated in some time.

Discussion

The Council approved the issuance of a Request for Proposal for a Comprehensive Citywide User Fee Study during the Fiscal Year 2016-17 Midyear Budget review, and included in the Fiscal Year 2017-18 Budget is an amount not-to-exceed \$30,000 for the Study. On May 17, 2017 the City issued a Request for Proposal (RFP) for a Comprehensive Citywide User Fee and Rate Study. The RFP was posted on the City's website as well as the California Society of Municipal Finance Officers website. The deadline for submission was June 20, 2017. A total of five (5) bids were received as follows:

City of Canyon Lake
Professional Services Agreement with NBS for a User Fee Study

Table 1

| Bidder | Bid Amount |
|----------------------------------|-------------------|
| ClearSource Financial Consulting | \$17,100 |
| Matrix Consulting Group | \$20,000 |
| Revenue & Cost Specialist, LLC | \$22,000 |
| NBS | \$29,530 |
| MGT Consulting Group | \$34,200 |

Bidders were asked to provide detailed project budgets, to include hourly rates and estimated or projected work hours associated with the project. Based on the information provided, the total combined project hours and average or blended hourly rates for the bids received were as follows:

Table 2

| Bidder | Total Project Hours | Blended Hourly Rate* |
|----------------------------------|----------------------------|-----------------------------|
| ClearSource Financial Consulting | 114 | \$150 |
| Matrix Consulting Group | 162 | \$123 |
| Revenue & Cost Specialist, LLC | 113 | \$195 |
| NBS | 208 | \$142 |
| MGT Consulting Group | 228 | \$150 |

**Rounded to the nearest whole dollar. Three of five bidders proposed multiple levels of project staff at varying hourly rates. A blended hourly rate was computed for discussion and analysis purposes.*

The City Manager, Administrative Services Manager and City Accountant reviewed and evaluated the bids received and selected the top three firms to interview. The evaluation included a thorough review of each bidder proposal, reference checks and included presentations from NBS and Revenue & Cost Specialists, LLC and a telephone interview for MGT Consulting as they are based out of Sacramento.

Selection criteria for bid award, as specified in the RFP, included the following:

1. Quality, strength and completeness of proposal;
2. Bidder’s relevant experience and length of time in business;
3. Qualifications and experience of the individual(s) proposed to be assigned to the project;
4. Reference check feedback;
5. Proposal pricing;
6. Stated ability of the bidder to complete the project in a timely manner;
7. Bidder’s reputation and record of performance with the City or similar local governments;
8. Innovative or value-added services or approaches to project completion, as proposed by bidder.

Based on the aforementioned selection criteria, and upon completion of the bid review and evaluation process by City Staff, Staff is recommending the bid be awarded to NBS, in an amount not-to-exceed \$29,530. While NBS’ total not-to-exceed project price was the 2nd highest of the five bids received, Staff feels the hours of the three lower bidders were not enough hours to accomplish the project. Staff feels given that given the complexity of the project, and the length of time since the last full update to the City’s fee schedule, the project hours proposed by each bidder were an important factor in the bid selection process.

**City of Canyon Lake
Professional Services Agreement with NBS for a User Fee Study**

Other important factors in favor of NBS’ recommended selection include:

- More than 20 years in business;
- The firm’s expertise and reputation in having served more than 350 California public agencies to-date, including a solid background and demonstrated know-how in working with cities;
- An impressive project team with by far the largest staff of experts of any of the bidding companies;
- A focus on local government revenues and a breadth of expertise unmatched by the other bidders;
- Headquartered locally, with a local project team presence, as opposed to the other bidding firms with staff and offices exclusively located in northern California, with the exception of Revenue & Cost Specialists, LLC which is based out of Fullerton.

The RFP required a list of clients provided similar services over the last five (5) years to those requested by the City. NBS’ comparable contract list included the following California local agencies serviced with similar engagements over the last five years:

Table 3

| | |
|---|---|
| • American Canyon Fire Protection District | • California Fire & Rescue Training Authority |
| • Association of Bay Area Governments | • City of Alameda |
| • City of Chula Vista | • City of Dixon |
| • City of Napa | • Sacramento Metropolitan Fire District |
| • Sacramento Public Library Authority | • City of Benicia |
| • City of Clearlake | • City of Culver City |
| • City of Fresno | • City of Half Moon Bay |
| • City of Indio | • City of National City |
| • City of Petaluma | • City of Richmond |
| • City of Riverside | • City of San Carlos |
| • City of San Diego, Park and Recreation Department | • County of Santa Clara, Dept of Environmental Health |
| • City of Sausalito | • City of Taft |
| • City of Tulare | • City of Turlock |
| • City of Vallejo | • City of San Luis Obispo |
| • Moraga-Orinda Fire Protection District | • City of Rocklin |
| • Solano Irrigation District | • Town of Colma |
| • Town of Portola Valley | • Tuolumne Utilities District |
| • City of Los Angeles, Dept of Planning | • City of Belmont |
| • City of Camarillo | • City of Concord |
| • City of Fountain Valley | • City of Huntington Beach |
| • City of Lincoln | • City of Merced |
| • City of Moreno Valley | • City of Palmdale |
| • City of Santa Cruz | • City of Seaside |
| • City of Tustin | • San Francisco MTA |
| • San Ramon Valley Fire Protection District | • Stanislaus Consolidated Fire Protection District |
| • City of San Juan Capistrano | • Escondido Fire Department |
| • South San Francisco Fire Dept | |

City of Canyon Lake
Professional Services Agreement with NBS for a User Fee Study

The total approved budget for the project is \$30,000, which is greater than the not-to-exceed fee of \$29,530 proposed.

Studies of this nature typically require 120 to 150 days for completion. The updates to the City fee schedule would need to be approved by the Council by way of ordinance, which would require first and second readings, and a waiting period thereafter, prior to the effective date of updated fees.

If the Council approves the Staff's recommendation for bid award, City staff and NBS personnel would be prepared to start the project shortly after approval, and work expeditiously to complete the engagement. Once the study has been completed, NBS will meet with Administration, Finance & Planning Committee and with the City Council to go over a draft of the report and explain the results of the study and to discuss and develop a City Policy on User Fees. GFOA and NACSLB recommends that a User Fee Policy be established which establishes the extent to which the cost of the service provided is covered by user fees. In some situations, fees may be set at rates lower than the full cost of service.

Budget (or Fiscal) Impact

The proposed not-to-exceed fee is \$29,530. Included in the City's Fiscal Year 2017-18 Budget for the Study is \$30,000.

Attachments

City of Canyon Lake - Request for Proposals – Comprehensive Citywide User Fee and Rate Study
NBS Proposal for - Comprehensive Citywide User Fee and Rate Study



City of Canyon Lake

Request for Proposals

Comprehensive Citywide User Fee and Rate Study

Date Issued: May 17, 2017

Date Due: June 20, 2017

CITY OF CANYON LAKE, CALIFORNIA

REQUEST FOR PROPOSALS COMPREHENSIVE FEE AND RATE STUDY

Table of Contents

- I. PROJECT OVERVIEW
- II. GENERAL REQUIREMENTS AND INFORMATION
- III. PROJECT BACKGROUND AND THE CITY
- IV. PROJECT SCOPE OF WORK
- V. PROJECT CONTACT
- VI. TIME REQUIREMENTS
- VII. PROPOSAL REQUIREMENTS
- VIII. SELECTION CRITERIA

CITY OF CANYON LAKE, CALIFORNIA

I. PROJECT OVERVIEW

The City of Canyon Lake is requesting proposals for a Comprehensive Citywide User Fee and Rate Study.

II. GENERAL REQUIREMENTS AND INFORMATION

For a PROPOSER to be considered, the City must receive five (5) copies of the proposal by **5:00 pm on June 20, 2017** at the following address:

City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

Or one printable PDF copy via email, sent to:

Stephanie Hunter
Assistant City Clerk
shunter@cityofcanyonlake.com

All proposals must be clearly marked: **“Sealed Proposal –Comprehensive Citywide User Fee and Rate Study.”**

There is no expressed or implied obligation for the City of Canyon Lake to reimburse responding PROPOSER for any expenses incurred in preparing proposals in response to this request.

The City of Canyon Lake reserves the right to retain all proposals submitted, and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the PROPOSER of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Canyon Lake and the PROPOSER selected.

III. PROJECT BACKGROUND AND THE CITY

The City

The City of Canyon Lake (the City) is a full-service, general law city, governed by a council-manager form of government. The City employs approximately 4 full-time employees and 4 part-time employees. Incorporated in December 1990, Canyon Lake has a population of about 11,000. Encompassing approximately 4.6 square miles, Canyon Lake is located in Riverside County between the cities of Menifee and Lake Elsinore.

The total budget for the fiscal year 2016-2017 is \$4,951,000, with operations representing approximately \$4.78 million and a capital budget of \$32,000 and debt service of \$142,000. The Fiscal Year 2016-2017 General Fund's appropriations of \$4,413,422 support the main operations of the City including Community Development, Planning and Building Services, Building maintenance, and Public Works Engineering. The City contracts with Riverside County for Fire and Emergency Services, and with Riverside County Sheriff's for Police Services. Library services are provided by Riverside County. The City uses contract services to provide the Planning and Building functions. The City of Canyon Lake does not provide water or sewer services, these are provided by Elsinore Valley Water District. Trash collection services are provided by CR&R and are billed annually on the property tax rolls. Special revenue funds include Gas Tax, Measure A, AQMD, Public Safety allocations from the State of California and Miscellaneous Grants.

The City utilizes an annual line item operating budget. The City wishes to have the cost of services model updated or expanded to capture the full cost of programs and services.

Project Background

The City of Canyon Lake desires to undertake a comprehensive citywide review and evaluation of user fees and charges. To that end, the City is seeking proposals to engage the services of qualified professional firm(s) experienced in cost recovery and economic analysis to conduct a comprehensive study of the costs associated with providing City services. The City's primary objective for the study is to have a comprehensive citywide cost-based user fee study prepared. The study will calculate the full (100%) cost of providing certain City services, and provide a recommended fee to be charged for each applicable service.

IV. PROJECT SCOPE OF WORK

Project Scope – Comprehensive User Fee Study

If the Consultant feels that additional tasks are warranted, they must be clearly identified in the Consultant's proposal. Project tasks shall include, but are not necessarily limited to, the following:

1. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's User Fee Study to ensure that the Study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the Study.
2. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations. Conduct a Comprehensive Review of the City's existing fees, rates, and charges, including but not limited to the following: permits, licenses, planning fees, building fees, engineering fees, police fees, administrative fees, and recreation fees; work with staff to identify if other fees need to be included in the master fee schedule.
3. Identify the total cost of providing each City service at the lowest reasonable activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities including, but not limited to, Proposition 26.
4. Compare service costs with existing recovery levels. This should include any service areas where the City is currently charging for services as well as areas where we perhaps should charge, in light of the City's practices, or the practices of similar or neighboring cities.
5. Recommend appropriate fees and charges based on your analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic (e.g. youth recreation, senior services).
6. Prepare a report that identifies each service, its full cost, recommended and current cost recovery levels. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service; and provide a model for adjusting these fees and rates for the City's current and future needs.
7. Prepare a report that identifies the present fees, recommended fees, percentage change, cost recovery percentage, revenue impact and fee comparison with other Riverside County cities or other California cities that are comparable to Canyon Lake. A survey comparison of rates and fees with similar cities is for information only.

8. Report on other matters that come to your attention in the course of your evaluation that in your professional opinion the City should consider.
9. Present your findings to the City's management group and make necessary adjustments as requested.
10. Prepare and deliver presentations to the Canyon Lake City Council to facilitate their understanding of the plan and its implications for the City and make necessary adjustments as requested. This should include a Study Session, followed by an adoption hearing.
11. Prepare a final fee study report and provide five bound copies, one unbound copy and a single PDF file of the plan that can be made available to City staff via the intranet for the City. Any Master fee schedule revisions developed shall also be made available to the City on CD-ROM and/or electronically, providing the ability to add or delete and/or update information as needed.
12. Consult with City staff should it become necessary to defend the City's User Fees as a result of any legal or other challenge.

V. PROJECT CONTACT

Questions about the project may be directed to:

Terry P. Shea, Finance Director
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587
Telephone: 909-889-0871

VI. TIME REQUIREMENTS

The following is a tentative time schedule related to the requested fee studies:

| Date | Activity |
|------------------------------|--|
| May 17, 2017 | Request for proposal issued |
| June 20, 2017 | Due date for proposals (due by 5:00 pm) |
| Week of June 26, 2017 | Interviews with final candidates |
| July 5, 2017 | Staff's recommendation to City Council |
| July 10, 2017 (tentative) | Work begins |
| November 3, 2017 (tentative) | Completion of project |
| November 8, 2017 (tentative) | Presentation of draft report to City staff |
| December 6, 2017 | Study Session with City Council |
| January 3, 2018 | Final Report to City Council for adoption |

VII. PROPOSAL REQUIREMENTS

The Proposal should include the minimum information requested below in the order listed. Additional information, if provided, should be separately identified in the proposal.

Section One – Transmittal Letter

- A cover letter signed by an official authorized to solicit business and enter into contracts for the PROPOSER. The cover letter should include the name, address, email address, and phone number of contact person.

Section Two – Experience and Qualifications

- A description summarizing the PROPOSER's experience over the past five years in performing similar services to municipal clients.
- A statement identifying the Consultants assigned to this project. Please identify key staff and their qualifications (attach resumes as appropriate).
- The firm's ability to produce the required product in a timely fashion and the ability to present any necessary reports or studies to elected officials and/or the general public.

Section Three – Outline Strategies and Options

- Outline methodology, planning and design strategies that will result in the development of recommendations that are practical to the City of Canyon Lake, meaning that the recommendations must not exceed the City’s ability to implement and properly utilize. Provide detailed information on methodology and tools used to meet the needs of the City’s request.

Section Four – References

- Provide references from five different clients. Include the name, email address and telephone number for a contact person from each reference.

Section Five – Estimated Project Timeline and Pricing

- Provide an estimated project timeline required to implement Comprehensive Citywide User Fee and Rate Study. Provide pricing estimates that include planning, development, and implementation services.
- Project budgets should include:
 - i. A project schedule for each study with activities, milestones, and deliverables, and
 - ii. Project budgets for each study defined, at minimum, as follows:
 - By task with a collective total by milestone and deliverable,
 - Labor rates for all project team members,
 - General overhead rates, and
 - Costs for expenses such as printing, travel and attendance at meetings.
- The Consultant shall present a specific “not to exceed” fixed fee, including associated fees (i.e., printing costs, attendance at meetings, travel). A requested payment schedule should accompany the work schedule. Each phase of work should have an itemized budget including labor costs and expenses for each piece of work. The proposal should include staff hourly rates.
- Proposed project schedule to begin no later than August 1, 2017 and conclude within 60 days, subject to City extension as necessary.
- Proposed services to be subcontracted, if any, anticipated subcontractors, and anticipated cost for these services.

Available Budget/Contract

The City wishes to negotiate a fixed price contract with a “not to exceed” dollar total based on a clearly defined scope of work. It should be noted that the selected consultant(s) shall be required to carry Workers’ Compensation, employer’s liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance in the amount as identified in the Canyon Lake’s Standard Agreement for Professional Services.

Selected prospective consultant shall be required to participate in negotiations with City staff and execute a contract for professional services. (A copy of Canyon Lake's Standard Agreement for Professional Services is available upon request.)

All proposal responses must be received by **5:00 pm on June 20, 2017** for a PROPOSER to be considered. The City reserves the right to reject all proposals.

VIII. SELECTION CRITERIA

The City will select the successful proposal based upon several evaluation factors; including features as outlined in the RFP Scope of Work; completeness; qualifications of personnel; demonstrated knowledge and experience; and price. The selection of finalists and the final award will be decided based on the proposal submitted by a qualified vendor that best meets the needs of the City as determined by the City. Contract award may be subject to the approval of the Canyon Lake City Council.



CITY OF CANYON LAKE'S

Proposal for:

Comprehensive Citywide User Fee and Rate Study

June 20, 2017

OFFICE LOCATIONS:

Temecula – Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592

San Francisco – Regional Office
870 Market Street, Suite 1223
San Francisco, CA 94102

California Satellite Offices
Atascadero, Davis,
Huntington Beach,
Joshua Tree, Riverside,
Sacramento, San Jose

Phone: 800.676.7516

www.nbsgov.com

Prepared by:





32605 Temecula Pkwy., Suite 100
Temecula, CA 92592

Toll free: 800.676.7516
www.nbsgov.com

June 20, 2017

Terry P. Shea
Finance Director
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

Re: Comprehensive Citywide User Fee and Rate Study

Dear Terry Shea and Canyon Lake Colleagues:

We congratulate the City on maintaining a Best Management Practice (BMP) for review and update of fees and charges. As costs increase and organizations change, it is imperative that the City stay on top of its fees to ensure financial stability in the years to come.

We noticed a few unique aspects regarding this Study for Canyon Lake: a) an organization with significant contracted services, and b) a schedule of fees last updated seven or more years ago. The NBS professional team has plenty of experience working with similar agencies from this perspective. Additionally, our firm brings a broader range of skills to this engagement compared to competitor firms, as our sole purpose as a company is to consult California's cities on various municipal revenues, including special taxes and assessments, utility rates, impact fees, overhead cost reimbursement and user and regulatory fee programs.

We are proud of our long-standing relationship with Terry Shea in his capacity at several local government organizations as well as the California Society of Municipal Finance Officers (CSMFO). As a California-based firm headquartered in Riverside County, we would deploy local professional staff that can provide on-site management of a successful project. We at NBS continue to strive to be a sought-after consultant for our local government clients. Most notably, in a recent CSMFO survey, NBS was the most recommended consultant for fee study services: *We can tell you how great we think we are, but it is most important what the finance professionals across the State are saying.*

Thank you for including us in the competitive bidding process for this project. We look forward to speaking with the City further about our proposal. Please don't hesitate to contact me at nkissam@nbsgov.com, or 800-676-7516, or feel free to reach out to Danielle Wood in our Temecula office at dwood@nbsgov.com.

Sincerely,

Nicole Kissam
Director

Michael Rentner
President

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"The City Council has adopted the fees as proposed and we are moving forward! Thank you for your work on this—I don't think we would have got it done without your presentations."

DAPHNE HODGSON
deputy city manager

Citywide User Fee Study
And Revenue Options Analysis
Completed: June 2013

EXPERIENCE AND QUALIFICATIONS



Helping communities fund tomorrow. In 1996, California municipalities were struggling to appropriately implement local funding tools

while trying to interpret Proposition 13 and a host of other rules and regulations. Then, Proposition 218 entered the scene making municipal funding even more challenging. Seeing the potentially negative effects this could have on local communities, several experienced and concerned finance and engineering professionals gathered to create NBS.

While the firm originally focused on Special Financing Districts, specifically the formation and administration of special assessments and taxes, we have evolved with our clients' needs. That evolution gave rise to a Financial Consulting practice that focuses on sustainable water and wastewater utility rate programs, cost allocation, cost recovery, and legally justified fee design. Across all practice areas, we have worked with more than 350 public agencies to date; including cities, counties, municipal utilities, and special purpose districts.

Our primary areas of continual investment include the highest-quality training, software and technology. In an effort to control overhead and maximize local understanding, many team members operate out of satellite offices spanning California and reaching as far as Colorado.

Financial Consulting Group - Cost Allocation Plans and Fee Studies

This project falls squarely in our financial consulting area where we focus primarily on cost recovery mechanisms and supporting justification for various agency revenue streams. Our areas of expertise include:

- User and regulatory fees for a wide variety of local government programs and services.
- Overhead cost allocation analysis.
- System capacity and development impact fees.
- Rate studies for municipal water, sewer, storm drainage and solid waste utilities.
- Financial plans for public utilities.

The group is comprised of Cost Allocation and User Fee experts who are recognized leaders in their field. They are often asked to teach continuing education courses and participate in workouts for troubled

| Company Structure | |
|--|---|
| Established: | May 13, 1996 |
| Structure: | California S-Corporation |
| Legal Name: | NBS Government Finance Group |
| DBA: | NBS |
| Headquarters: | Temecula, CA |
| Address: | 32605 Temecula Pkwy., Suite 100 Temecula, CA 92592 |
| Regional Office: | San Francisco, CA |
| Employees: | 39 |
| Shareholders | 100 % Employee Owned (ESOP) |
| Contact: | Nicole Kissam |
| Telephone: | 800.676.7516 |
| Email: | nkissam@nbsgov.com |
| Location: | Temecula Office |
| Individual Authorized to Negotiate and Execute Agreement | |
| Name: | Michael Rentner |
| Title: | President |
| Address: | 32605 Temecula Pkwy., Suite 100 Temecula, CA 92592 |
| Telephone: | 800.676.7516 |
| Fax: | 951.296.1998 |
| Email: | mrentner@nbsgov.com |

agencies. In addition, they have an **in-depth understanding of all changes to laws, codes and regulations** affecting local governments, including Proposition 26.

While the team members assigned to this study currently serve many municipal agencies throughout the State, we do not anticipate any difficulties in giving this project its due attention and dedication. The team presented in this proposal will be available and are fully committed to completing the study and meeting the deadlines of this project, and will be present as needed.

Expertise and Continuing Education

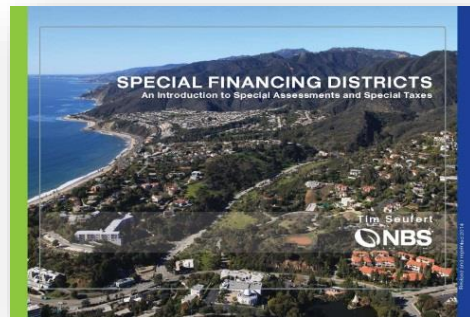
We require all teammates to continue their education by attending professional training and personal growth seminars provided by both in-house experts and outside sources. We also frequently conduct internal training sessions to discover and discuss changes to key regulatory and governmental issues that may affect our clients.

Our Publications

In addition, we present a unique set of qualifications and training to support our depth of experience and understanding in the work we perform. We believe in continuing education not only for our own team members, but also for our clients and other municipal agency employees. As industry leaders, we have published two books on related industry topics that can be downloaded free at www.nbsgov.com/publications or ordered through our office at 800.676.7516.

- The ***Special Financing Districts Primer*** (Revised and republished in April 2014) has been credited as the best publication on SFDs in a decade by prominent industry professionals.
- The ***Rates, Fees and Charges Compendium***, released August 2014, has received high regard and interest from industry professionals.

Many public agencies utilize our publications as resources and training tools for their own staff.



NBS University – Continuing Education Workshops



We keep things fresh by periodically hosting content-rich workshops that bring industry insiders together to learn, share ideas and meet with their peers. Our topics qualify for continuing education (CE) units for the California Board of Accountancy. For information on our upcoming seminars, please visit www.nbsgov.com/university or send an email to be added to our contact list for future workshops: contactnbs@nbsgov.com.

Cost Allocation Plan and User Fee Analysis Experience

In a recent survey conducted by the California Society of Municipal Finance Officers (CSMFO), NBS was used **most often** by municipal agencies for current or past Fee Study or Fee Review projects. The following is a sampling of California municipal agencies for whom our proposed team has completed (or been recently selected to complete) projects similar to the City’s study.

- Agoura Hills
- Alameda
- American Canyon Fire Protection District
- Association of Bay Area Governments
- Belmont
- Benicia
- Brea
- California Fire & Rescue Training Authority
- Camarillo
- Carlsbad
- Chula Vista
- Clearlake
- Concord
- Contra Costa County
- Culver City
- Dixon
- Emeryville
- Escondido
- Fairfield
- Fountain Valley
- Half Moon Bay
- Huntington Beach
- Indio
- Lincoln
- Los Angeles
- Martinez
- Merced
- Moraga-Orinda Fire Protection District
- Moreno Valley
- Morgan Hill
- Napa
- National City
- Palmdale
- Patterson
- Petaluma
- Rancho Santa Margarita
- Richmond
- Riverside
- Rocklin
- Sacramento
- Sacramento Metropolitan Fire District
- Sacramento Public Library Authority
- San Carlos
- San Diego
- San Francisco Municipal Transit Authority
- San Jose
- San Juan Capistrano
- San Luis Obispo
- Santa Clara County
- Santa Cruz
- Santa Paula
- Sausalito
- Seaside
- Sierra Madre
- Solano Irrigation District
- Stanislaus Consolidated Fire Protection District
- Sunnyvale
- Taft
- Town of Atherton
- Town of Colma
- Town of Portola Valley
- Tulare
- Tuolumne Utilities District
- Turlock
- Tustin
- Vallejo
- Ventura



Proposed Project Team

The following is a brief overview of the NBS consulting team proposed to manage and complete the work plan steps noted for this engagement.

NICOLE KISSAM, PROJECT DIRECTOR

Roles and Responsibilities: Nicole Kissam will manage the ongoing administration of the project, serving as the primary point of contact for City's staff and directing the work efforts of our project team. She will be fully conversant in all findings and available for public events as needed. She will work closely with the City's designated project manager to monitor the schedule and delivery of work products to the City's satisfaction. While designing and directing analytical efforts, she will also provide senior-level technical analysis as warranted.

Work Experience: Ms. Kissam is a Director with NBS in the Financial Consulting Group. She has 15 years' total work experience in public sector consulting, city government, marketing, and public relations. Nicole has been a financial and management consultant to local government for the majority of her career, specializing in Full and OMB A-87 compliant cost allocation plans, user and regulatory fee analysis, impact fee analysis, financial plans, and operational improvement strategy for California agencies. Nicole holds a Bachelor of Science in Business Administration from California Polytechnic State University in San Luis Obispo. Ms. Kissam has completed similar projects as requested by the City for many agencies across California.

GRETA DAVIS, PROJECT MANAGER

Roles and Responsibilities: Greta Davis will lead data acquisition, including managing the coordination of collecting data and lead validation efforts with City's staff, direct specific areas of model design, and prepare technical analysis supporting the determination and justification of cost allocations, at the direction of our Project Manager. Greta will work actively with departmental staff members who oversee and perform services under review in this effort. She will be fully conversant in all findings and will be onsite for progress, findings, and public events. She will present recommendations and findings to staff, and any other public bodies or public hearings, as specified in the Work Plan for this project.

Work Experience: Ms. Davis offers over 25 years of experience in all facets of financial, organizational and operational consulting for local government clients. The majority of her professional experience includes development of Full Cost and OMB A-87 compliant cost allocation plans, and user fee analysis including establishment of realistic, customized fee recovery policies. Greta holds a Bachelor of Arts in Social Science, with an emphasis in Finance, from the University of California, Irvine. Ms. Davis has completed similar projects as requested by the City for many agencies across California.

STACEY SHELL, SENIOR CONSULTANT

Roles and Responsibilities: Stacey Shell will support the project as needed with completion of any key aspects of the project's Task Plan, including but not limited to, organizational interviews, fee model development, data collection, timeline management, draft reviews, documentation efforts, and presentation of results.

Work Experience: Stacey Shell has nine years of project management experience, of which seven are specific to Cost Allocation Plan, User Fee Analysis, and State-level public health program implementation projects. As an NBS employee, she provides professional expertise in the areas of project management, consulting, facilitation, public speaking, document development and analysis for cost allocation plan and user fee study engagements. Ms. Shell holds a Master’s in Business Administration from California State University in Sacramento, and Project Management Professional Certification.

KEVIN GARDNER AND ARIELLE PLOURDE, FINANCIAL ANALYSTS

Roles and Responsibilities: Our Financial Analysts will perform large-scale data analysis and validation, design and implement cost allocation and rate models, and prepare technical outcomes at the direction of the Project Director and Project Manager. They also facilitate data collection and reminders to City staff in order to keep projects moving along the agreed upon timeline for completion.

Work Experience: All NBS Financial Analysts have a minimum Bachelors-level degree in Business, Finance, or Economics and between one to three years of professional work experience with NBS or in a related field.

DANIELLE WOOD, CLIENT SERVICES DIRECTOR

Roles and Responsibilities: Danielle Wood will be responsible for obligating NBS to all commitments, schedule, and pricing for the project. She will ensure that the City’s fundamental objectives are being met at all times. She is not proposed to record any time or expense against the project budget, but rather included as an active representative of our corporate commitment to the highest level of service.

Work Experience: Ms. Wood has nearly 2 decades of experience with NBS as a seasoned professional in Special District Formation, Administration and Assessment.

Full resumes are found in the Appendix.

Project Organizational Chart



City Stakeholders, Management and Staff



Personnel Assurance

Please accept this written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.

Quality Assurance

Our team offers an extensive array of technical experience that will be essential for successfully completing this study. Quality assurance and quality control are paramount on every aspect of this study.

NBS has redundant review processes and quality control systems in place to ensure the highest level of accuracy and service, including the following:

- Various cross checks on data; reconciliation of data to source files
- Management review of all processes and systems; monthly status reports
- Peer and management review of reports

- Review and sign off by appropriate agency staff
- Routine reminders regarding project timeline and outstanding data requests



This commitment to the quality of our work has allowed us to consistently provide outstanding services to our clients.

STRATEGIES AND OPTIONS

A User Fee Study encompasses the following analytical steps:

- **Fee structure design** – reviewing existing fees for service, setting the best structure for cost recovery, adding new fee items where applicable
- **Organizational and service time analysis** – identifying of who performs work, how it is performed, and how long it takes to provide aspects of service
- **Time valuation** – placing a value on an increment of time within different organizations providing service
- **Cost of service analysis** – determining the cost (minimum, average, and maximum, as needed) incurred or associated with individual fee-related services
- **Implementation assistance** – developing a Master Fee Schedule, meeting with selected stakeholders, conducting study sessions or informational workshops with elected officials.

NBS consulted the City’s RFP contact and website for a sense of general organizational structure, and sourced a copy of the City’s *Schedule of Fees*, updated July 14, 2010. According to our research, the following departments and services will participate in the User Fee Study:

- Miscellaneous Administrative Fees (such as Finance and City Clerk departments)
- Development Services Fees (Planning, Engineering, Building)
- Public Works
- Police and Fire

In general, the scope of services for each department and activity noted above includes all fees for service analyzed on a time estimate per activity basis. Taxes, penalties, fines, and fees regulated or set by the State, as well as development impact fees and utility rates are not included.

The following is a detailed work plan for completion of a Citywide User Fee Study:

TASK 1: PROJECT INITIATION

Conduct a project initiation phone call with the City’s designated project manager to discuss preliminary data needs, timeline and general project management preferences. Following the call, provide a Preliminary Data Collection list for City staff to complete prior to scheduling the first round of on-site meetings. Combined with Task 1, below, conduct an “all-hands” project kick-off meeting with City staff who will participate in the management, data collection, and review of results for each department included in the Study.

NBS Deliverables

- Project initiation phone call
- Preliminary Data Collection list
- Project management timeline including milestone dates and completion target dates
- Official “all-hands” kick-off presentation

City Staff Participation

- Designate a Project Manager for the engagement, to assist with tracking deliverables and ensuring data submittals according to the agreed upon project timeline
- Provide scheduling assistance across all departments involved in the Study
- Attend interviews and provide follow up information and input as needed

TASK 2: FEE STRUCTURE DESIGN

Interview key representatives from departments to gain an understanding of existing fee structures, as well as exchange ideas for modifying or enhancing current practice. Applying industry expertise, NBS consultants will recommend and develop fee structures (as opposed to amounts) for fee departments. NBS will work with staff to discuss and determine the most effective and efficient type of fee structure for fee departments, based on the organization, permit tracking software capabilities, input from staff, etc. Departments will receive a draft of their revised fee structure for review and approval. The proposed scope of this task assumes continuation of the City's current approach to building fees (valuation). Include approximately one round of revisions to each department's draft and obtain approval before continuing to subsequent analytical tasks.

NBS Deliverables

- Interactive review and revision of the City's current fee structures

City Staff Participation

- Attend interviews and provide review, input, and approval within project timeline requirements

TASK 3: DATA COLLECTION

Acquire a broad understanding of each department's organization, performance of core services, functions of service, and staffing structure/lines of command. Solicit input regarding the City's process as pertains to providing both fee and non-fee related services. Assist departments in developing organizational, performance, and time information necessary for justifying each individual fee. Develop necessary data collection materials, and track progress and timeline on data submittal activities. Request current workload data for each fee item studied. Complete approximately two iterations of the time and service analysis to ensure that the cost of service analysis is defensible and reasonable.

NBS Deliverables

- Data collection efforts that establish the City's current level of services for fee related activities
- Iterative efforts to assist City staff in completing a draft fee model

City Staff Participation

- Attend interviews and provide follow up information and input as needed
- Adhere to data submittal timelines, typically one to three weeks from request

TASK 4: COST OF SERVICE ANALYSIS

Determine the full cost of service on an annual basis for each department, including all direct and indirect costs of service. Incorporate information from the City’s Cost Allocation Plan to determine appropriate shares of administrative, support services, and/or governance costs¹.

Calculate fully burdened hourly rates. Consider the applicability of productive hours or direct-billed hours as the basis for calculation, depending on the division or function in question.

Establish the full cost of service for each fee under review in this Study. The full cost of service is the analytically justified maximum amount proposed for recovery from a user/regulatory fee. The draft deliverable for this task is a listing of all fees for service, and a comparison of each current fee amount to the full cost recovery amount established by the Study.

| NBS Deliverables |
|--|
| <ul style="list-style-type: none">• Calculation of the estimated annual costs of fee recoverable and non-fee recoverable services• Calculation of the estimated annual costs of fee recoverable and non-fee recoverable services• Comparison of the City’s current fee to full cost recovery fee amounts |
| City Staff Participation |
| <ul style="list-style-type: none">• Provide follow up information and interaction with consultants as required |

TASK 5: COMPARATIVE FEE SURVEY

Compare similar user and regulatory fees in up to five (5) neighboring and comparable communities. Download the respective fee schedules from the Internet. If schedules are not available on the Internet, make a reasonable attempt to obtain a copy of their current fee schedules. Compile a comparison of the fee categories and amounts, for the most readily comparable fee items that match the City’s revised fee structure from Task 2. Make a reasonable attempt to contact each comparison agency for clarification regarding fee categories and amounts; however, note that a response is not always received. The City may also provide contact information to individuals known in each agency that may be available to assist NBS in confirming information regarding fee schedules and amounts.

| NBS Deliverables |
|--|
| <ul style="list-style-type: none">• Basic comparative survey of current fees to similar jurisdictions |
| City Staff Participation |
| <ul style="list-style-type: none">• Choose comparison agencies• Provide introduction / contacts within each agency, if possible |

¹ Project scope assumes the City will provide their internal analysis of overhead costs for incorporation in the fee study. NBS professional services for completion of an Overhead Cost Allocation Plan can be provided under a separate scope/agreement if needed.

TASK 6: DRAFT REVIEW AND REVISION

Review the draft fee model and fee comparison with each department. Determine any necessary refinements to core assumptions. Based on City staff comments, provide one round of revisions to the core analytical modules and finalize the analysis. Calculate the final unit costs of service that will serve as the foundation for any policy decisions to recommend 100% cost recovery fee levels or less.

NBS Deliverables

- Review of draft fee models with each department
- One planned iteration of each fee model to finalize work product

City Staff Participation

- Participate in review and revision of fee models
- Provide final, written sign off, of initial fee model results

TASK 7: RECOMMENDED FEE ANALYSIS

Apply likely cost recovery and/or pricing objectives to the full cost recovery fee outcomes. Discuss typical pricing and cost recovery objectives seen in other jurisdictions. Collect City staff's input regarding the recommended fee amount for each fee item included in the analysis. From adjusted fee levels, estimate total annual revenue impacts from current fee performance, fees at full cost recovery, and fees at recommended implementation amounts. Include one round of data collection, review, and approval.

NBS Deliverables

- Provide general cost recovery policy guidelines based on experience
- Project annual revenue impacts and variance between current, full cost recovery, and recommended fee amounts

City Staff Participation

- Provide recommended fee input
- Confirm results of fee model as final and ready for reporting

TASK 8: FINAL REPORT

Prepare a written report describing the complete work and findings of the project. Include an executive summary and narrative sections describing all analytical tasks. Issue the draft report in electronic form (portable document format) to the City's Project Manager for review. Assume minor revisions to text and fee recommendations (not modifications to baseline fee models). Provide the final report document to the City in preparation for noticing and City Council review. Delivery of a portion of the NBS' proprietary Excel fee model is included to help the City modify fees in future years, or to assist the City in developing a combined Master Fee Schedule document for public presentation.

NBS Deliverables

- Detailed final report
- Five (5) bound, one (1) unbound copy, and a single PDF file of the final report

City Staff Participation

- Review and revise draft final report

TASK 9: PROJECT IMPLEMENTATION

Actively support the City’s process to legislatively review, approve, and implement any changes to fees stemming from this Study. Prepare for and attend one public hearing to communicate outcomes to the City Council. The timing of this task is at the discretion of the City. Include one round of minor edits to the Final Report post-hearing, if needed.

NBS Deliverables

- Provide implementation assistance in the form of presentation to City Council or other stakeholder groups

City Staff Participation

- Scheduling of meetings, hearings, notices
- Development of Staff Report

TASK 10: MEETINGS AND PRESENTATIONS

Include up to four (4) site visits to City offices throughout the project’s timeline to collect data, present drafts and/or work with stakeholders and City Council to adopt results. This task reflects necessary associated travel time and preparation for on-site meetings. NBS and City’s project manager may determine the best use of site visits for the project. Typically, two to three visits are useful to collect data and present draft results, and one or two visits cover Council meetings for implementation purposes.

NBS Deliverables

- Up to four (4) site visits throughout the course of the project

City Staff Participation

- Meeting scheduling, preparation, and attendance as required

REFERENCES

Below is a sampling of projects and references similar in scope and magnitude to the City’s study.

CITY OF CARLSBAD

PLANNING, ENGINEERING AND BUILDING AND FIRE PREVENTION FEE STUDIES

Service Dates: Fiscal Year 2016-17



Contact Information

Christie Marcella
Community & Economic
Development
Special Projects Manager
P: 760.602.2732
E: Christie.Marcella@carlsbadca.gov

NBS has a long-standing relationship with the City providing many types of revenue consulting services. The Financial Consulting Group at NBS recently completed an interim update of Planning, Engineering, and Building fees for service and a comprehensive update of Fire Prevention fees for development review services. Results of this Study were adopted unanimously by City Council.

CITY OF ESCONDIDO

OMB COST ALLOCATION PLAN, FIRE COST ANALYSIS AND GEMT COST REPORT

Service Dates: 2013 - Current



Contact Information

Joan Ryan
Assistant City Finance Director
760.839.4338
E: jryan@ci.escondido.ca.us

Lisa Bertrand
Administration Services Manager
Escondido Fire Department
P: 760.839.5407
E: lbertrand@escondido.org

The Ground Emergency Medical Transportation (GEMT) State Plan Amendment (SPA) 09-024 was approved by the Centers for Medicare and Medicaid Services (CMS) on September 4, 2013. Federal funding, as part of a voluntary supplemental reimbursement program, is available to qualifying agencies annually. In that regard, NBS completes an annual OMB CAP, Fire Cost Analysis and GEMT Cost Report for the City.

CITY OF MORENO VALLEY

COST ALLOCATION PLAN, USER FEE STUDY, PUBLIC WORKS DEPARTMENT INDIRECT COST RATE PROPOSAL, COST ALLOCATION PLAN UPDATE

Service Dates: 2014 to Current



Contact Information

Brooke McKinney
Treasury Operations Division
Manager
P: 951.413.3077
E: brookem@moval.org

NBS completed a Full and OMB A-87 Cost Allocation Plan for the City. In addition, NBS was awarded a contract to prepare the ICRP for the Public Works Capital Projects Division for the main purpose of indirect reimbursement for federal and state grant funds. This ICRP is submitted annually to Cal Trans for approval. Due to the successful outcome of the Cost Allocation Plan, the City also contracted NBS to perform a Comprehensive User Fee Study. And, most recently, NBS is currently under contract to perform a Cost Allocation Plan Update.

CITY OF RANCHO SANTA MARGARITA
COST ALLOCATION PLAN AND USER FEE STUDY / ANNUAL UPDATES



Service Dates: 2015 - Current

Contact Information

Stephanie Turner
Finance Director
P: 949.635.1808

E: sturner@cityofrsm.org

Greta Davis, the proposed project manager for this engagement, is in the process of preparing a Full Cost Allocation Plan and OMB A-87 version for the City of Rancho Santa Margarita. Additionally, she is completing user fee study for the Planning, Building and Public Works/Engineering departments.

CITY OF FOUNTAIN VALLEY
USER FEE STUDY



Service Dates: 2015 - Current

Contact Information

Teresa Gonzalez
Accounting Manager
P: 714.593.4503

E: teresa.gonzalez@fountainvalley.org

NBS completed a User Fee Study for the City of Fountain Valley. Fees included in the analysis stemmed from the following broad categories: administration/governmental, water customer services, public works, recreation, fire and police. Key consulting tasks included development of a deliverable cost of service model justifying fully burdened hourly rates and activity/service unit costs, a master fee schedule identifying the maximum fee amount justified, documentation of cost recovery and pricing objectives, and market comparison of all fees as well as Council presentation and implementation assistance. NBS is currently in the process of providing an updated version of the fee model with current year budgeted expenditures.

Letters of recommendation are found in the Appendix.

ESTIMATED PROJECT TIMELINE AND PRICING

A Study of this nature typically requires four to six months to complete. However, NBS is accustomed to managing projects under shorter, or longer, timelines depending on the needs of each client. The following is an overview of our proposed project schedule, assuming a timeline in line with the RFP’s suggested start date of July 10, 2017, and end date of January 3, 2018. We will discuss a detailed schedule at the kick-off meeting, along with the expected timing for individual tasks.

| City of Canyon Lake Proposed Project Schedule | July | Aug | Sept | Oct | Nov | Dec | Jan |
|--|------|-----|------|-----|-----|-----|-----|
| User Fee Study | | | | | | | |
| 1 – Project Initiation | █ | | | | | | |
| 2 - Fee Structure Design | | █ | | | | | |
| 3 - Data Collection | | █ | █ | | | | |
| 4 - Cost of Service Analysis | | | █ | █ | | | |
| 5 - Comparative Fee Survey | | █ | █ | █ | | | |
| 6 - Draft Review / Revision | | | | █ | █ | | |
| 7 - Recommended Fee Analysis | | | | | █ | █ | |
| 8 - Final Report | | | | | | █ | █ |
| 9 - Project Implementation | | | | | | █ | █ |
| 10 - Meetings and Presentations | █ | █ | █ | █ | █ | █ | █ |

Pricing

For this effort, we propose a professional fee that is a specific “not to exceed” fixed fee amount of **\$29,530**. A fixed fee contract amount enables the City to have full disclosure regarding budget for the project. The following project budget provides the detailed time estimates of hours for each task and deliverable from the work plans described in our proposal. Hourly rates shown in the table are inclusive of all labor, corporate overhead/administrative costs, and incidental costs such as printing, travel, etc.

| City of Canyon Lake Proposed Project Budget | Consultant Labor (Hours) | | | Grand Totals | |
|--|------------------------------|----------------------------|-----------------------------------|-------------------------------|--------------------------|
| User Fee Study Tasks | Project Director (Kissam) | Project Manager (Davis) | Analyst (Gardner / Plourde) | Consultant Labor (Hrs.) | Consultant Costs (\$) |
| <i>Hourly Rate</i> | \$190 | \$160 | \$120 | | |
| User Fee Study | | | | | |
| 1 – Project Initiation | 1.0 | 4.0 | 2.0 | 7.0 | \$1,070 |
| 2 - Fee Structure Design | - | 24.0 | 12.0 | 36.0 | \$5,280 |
| 3 - Data Collection | - | 24.0 | 24.0 | 48.0 | \$6,720 |
| 4 - Cost of Service Analysis | - | 17.0 | 20.0 | 37.0 | \$5,120 |
| 5 - Comparative Fee Survey | - | 2.0 | 16.0 | 18.0 | \$2,240 |
| 6 - Draft Review / Revision | - | 10.0 | 10.0 | 20.0 | \$2,800 |
| 7 - Recommended Fee Analysis | - | 4.0 | 6.0 | 10.0 | \$1,360 |
| 8 - Final Report | 1.0 | 10.0 | 4.0 | 15.0 | \$2,270 |
| 9 - Project Implementation | 1.0 | 2.0 | 2.0 | 5.0 | \$750 |
| 10 - Meetings and Presentations | - | 12.0 | - | 12.0 | \$1,920 |
| User Fee Study TOTAL | 3.0 | 109.0 | 96.0 | 208.0 | \$29,530 |

OPTIONAL SERVICES

The proposed work plan for this engagement assumes a total of four (4) onsite meetings, which allows the consultant’s on-site presence to be customized based on the project’s needs. We find that nearing the end of a project, some clients require additional meetings for project implementation, or presentation to additional stakeholders in addition to City Council. We will attend any City subcommittee meeting, community stakeholder or public meeting for an additional fee of **\$1,500 per meeting**.

INVOICING

We invoice on a monthly basis, following recorded consultant time on the project, paralleling our completion of the work. At no time will we invoice for charges in excess of the fee to which the City of Canyon Lake’s and NBS mutually agree. Should the City specifically request additional services beyond those described in this document, we will discuss those requests and associated costs at that later time and only invoice for additional fees upon separate written authorization from the City.

PROJECT PRICE PROPOSAL

Our professional fees are based on our understanding of the City’s needs and the effort we believe is necessary to complete the scope of services/task plan described. We express this honestly and transparently through our price proposal.

Should the proposed project cost noted here fall outside of the City's expectations, please let us know so we can discuss a scope and project fee that are mutually agreeable.

Additions or Exceptions

NBS accepts the terms, conditions and general form of the City of Canyon Lake's standard Professional Services agreement with the following modification(s):

*Please update 4.3.2 below to **three** years as that is as long as hold insurance after project completion.*

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least **five three** years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of **five three** years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

Please update 4.4.5 below as we cannot obligate our carrier of arbitrary changes; they need to be agreed upon and underwritten initially.

4.4.5 Deductibles and Self-insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. **NBS carries a retention of \$25,000.**

~~During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.~~

Section 5. INDEMNIFICATION – in first paragraph, please insert “**reasonable acceptance not to be withheld**” at end of first line.

APPENDIX A: PROJECT TEAM RESUMES

This appendix contains full resumes for our project team.

RESUME HIGHLIGHTS

- Over 15 years of experience in public sector counseling, city government, marketing and public relations
- Expertise in financial and management consulting
- Specialized in cost allocation plan, user fee and rate studies for California agencies

EDUCATION

Bachelor of Science, Business Administration, California Polytechnic State University, San Luis Obispo

PROFESSIONAL AFFILIATIONS

- Association of California Water Agencies (ACWA)
- American Public Works Association (APWA)
- California Society of Municipal Finance Officers (CSMFO)

SPEAKING ENGAGEMENTS

- Revenue Remedies, Pre-Conference Workshop, CSMFO 2013
- Verdict on User Fees, Panel on User Fees, CSMFO 2013
- Strategies for Managing Your Building Department's Budget, CBOAC, 2011

BIOGRAPHY

Nicole Kissam is Director of Financial Consulting for NBS. She has over 15 years total work experience in public sector consulting, city government, marketing, and public relations.

Nicole has been a financial and management consultant to local government for the majority of her career, specializing in cost allocation plans, and user fee and rate studies for California agencies. She also spent several years performing management audits to improve the operational efficiency of various municipal services, including wastewater, community development, public works, recreation and human resources. She has supported, developed, and directed financial services consulting practices for three private consulting firms offering similar services to those proposed to be completed by NBS in this document.

Ms. Kissam has participated in, managed, and completed more than 100 separate consulting engagements throughout her career, from small jurisdictions with less than 10,000 population, to large jurisdictions such as the City/County of San Francisco's Building Inspection Department, and City of Los Angeles' Planning and Fire Departments.

"I really appreciate all of the extra time you spent educating me (and my staff) on the basis for the rates. It was extremely valuable and gives me the detail I need to explain and justify any increases. Thanks again for everything. It was a pleasure working with you!"

CHAD DAVISSON
WASTEWATER MANAGER
CITY OF RICHMOND

[Nicole Kissam served as the Project Manager on various financial analyses for the City.]

RECENT NBS PROJECT EXPERIENCE

Within the last three (3) years as Director of NBS' Financial Consulting practice, Nicole has managed and completed the following relevant projects to the Scope of Services proposed in this document:

- Association of Bay Area Governments (ABAG), *Indirect Cost Allocation Plan Review*
- Chula Vista, *Cost Allocation Plan Review and User Fee Study Analysis*
- Clear Lake, *Cost Allocation Plan*
- Contra Costa County, *User and Regulatory Analysis Review*
- Dixon, *Cost Allocation Plan*
- East Palo Alto, *Cost Allocation Plan and Comprehensive Fee and Rate Study*
- Eastvale, *Development Impact Fee Study*
- Fresno, *Fire Prevention User Fee Analysis*
- Indio, *Cost Allocation Plan and User Fee Study*
- Los Angeles, *Expedited Review Fees for the Department of City Planning*
- Napa, *Cost Allocation Plan and User Fee Study*
- Petaluma, *Cost Allocation Plan and Internal Service Fund Rate Review*
- Portola Valley, *Community Development User Fee Analysis*
- Richmond, *User Fee Analysis for Engineering, Code Enforcement and Medical Marijuana.*
- San Luis Obispo, *Building Department User Fee Analysis*
- San Carlos, *Citywide User Fee Study, Police False Alarm Analysis, Sewer Financial Plan and Rate Update Recommendations*

HISTORICAL PROJECT EXPERIENCE

Nicole was the project manager and lead analyst for the following engagements as Vice President for the Matrix Consulting Group:

- Arcata, *Building Fee Analysis*
- Atwater, *Building Fee Analysis*
- Centre City Development Corporation (San Diego), *Planning Fee Analysis*
- Elk Grove, *Overhead Cost Allocation Plan*
- Fresno, *Development Services Fee Analysis*
- Manteca, *User Fee Analysis*
- Marin County Community Development Agency, *Fee Analysis*
- Maui County, *Planning Department Fee Analysis*
- Petaluma, *Citywide Cost Allocation Plan and User Fee Analysis*
- Richmond, *Citywide Cost Allocation Plan and User Fee Analysis for Planning and Building*
- City/County of San Francisco, *Department of Building Inspection Fee Analysis*
- San Jose, *Land Development / Engineering Fee Analysis*
- Sunnyvale, *Development Services Fee Analysis*

RESUME HIGHLIGHTS

- Seasoned Professional in Cost Allocation Plans, Cost of Service/User Fee Analysis, Building Nexus Fee Studies and Fire GEMT Federal Claiming
- Solid track record of implemented results in assisting public entities recover additional revenue to fund programs and services
- Over 25 years of experience

EDUCATION

Bachelor of Arts in Social Science; Emphasis in Finance, University of California, Irvine, 1990
Risk Management Certificate, University of California, Riverside, 1992

PROFESSIONAL AFFILIATIONS

- CSMFO – California Society of Municipal Finance Officers
- MMASC – Municipal Management Association of Southern California

SPEAKING ENGAGEMENTS

- League of CA Cities – Annual Conference break out session, “Fire Department EMS Cost Recovery”, September 2013
- NBS Workshop – Extreme Revenue (And Cost) Makeover - over 30 local jurisdictions represented, May 2012
- League of CA Cities - Financial Management Seminar, “Setting User Fees in the Current Legal Environment”, December 2007

BIOGRAPHY

Ms. Davis offers over 25 years of experience in all facets of government financial, organizational and operational consulting for local government clients. A dedicated professional and industry professional with a solid track record of implemented results in assisting public entities recover additional revenue to fund programs and services. Recent projects include working with local agencies to become financially stable by re-aligning fees and increase service delivery of reduced or eliminated programs and community services. Ms. Davis continues efforts in evaluation of cost of service delivery of services and programs and establishment of realistic fee recovery policies to assist local governments with the organizational strategic and business goals and objectives.

Ms. Davis has over 25 years of experience in local government services. Her range of experience includes the following:

- Project Management; Training and Quality Assurance
- Indirect Cost Rate Studies/Federal OMB A-87 Indirect Cost Allocation Plans
- Cost of Service/User Fee Studies/Activity Based Cost Studies
- Federal/State Jail Rates
- Federal IV-D Indirect Cost Reimbursement Agreements
- Revenue Maximization, Process Re-engineering and Process Improvement

- Budget Analysis and Program Management, Consultation and Advice
- Government audit liaison on audits of indirect cost rates and cost eligibility

RECENT NBS PROJECT EXPERIENCE

Within the last three (3) years as a Project Manager and Lead Consultant with NBS' Financial Consulting practice, Greta has managed and completed the following relevant projects to the scope of services proposed in this document:

- City of Alameda, *User Fee Study*
- City of Bell, *Cost Allocation Plan*
- City of Belmont, *Indirect Cost Allocation Plan and ICRP*
- City of Camarillo, *User Fee Study*
- City of Concord, *Cost Allocation Plan and User Fee Study (in progress)*
- City of Chula Vista, *Cost Allocation Plan Review and User Fee Study Analysis*
- City of Dixon, *Cost Allocation Plan.*
- City of Escondido, *OMB A-87 Cost Allocation Plan and Federal GEMT Cost Reporting*
- City of Fountain Valley, *Cost Allocation Plan and User Fee Study (in progress).*
- City of Huntington Beach, *Cost Allocation Plan and User Fee Study (in progress)*
- City of Lincoln, *Cost Allocation Plan and User Fee Study (in progress)*
- City of Napa, *Cost Allocation Plan and 911 Indirect Cost Allocation Plan*
- City of National City, *Full and OMB Cost Allocation Plan*
- City of Moreno Valley, *Full and OMB Cost Allocation Plan and ICR Proposal*
- City of Palmdale, *Cost Allocation Plan and Fully Burdened Hourly Rates*
- City of Riverside, *Cost Allocation Plan*
- City of Seaside, *User Fee Study*
- City of Santa Cruz, *Cost Allocation Plan and User Fee Study*
- City of San Juan Capistrano, *Cost Allocation Plan and User Fee Study*
- City of South San Francisco, *OMB A-87 Cost Allocation Plan and Federal GEMT Cost Reporting*
- Sacramento Public Library Authority, *OMB A-87 Cost Allocation Plan*
- Sacramento Metropolitan Fire District, *Full and OMB Cost Allocation Plan and Fully Burdened Hourly Rates*
- San Francisco Municipal Transportation Agency, *OMB A-87 Cost Allocation Plan and Rates*

HISTORICAL PROJECT EXPERIENCE

Over the life of her career, Ms. Davis provided Cost Allocation services to the following agencies: *Lancaster, Vallejo, Vista, Encinitas, Oceanside, Malibu, Dana Point, Huntington Beach, Mission Viejo, Hawthorne, Rancho Palos Verdes, Rancho Cucamonga, Grover Beach, Orange, Lynwood, Irvine, Maywood, Calexico, National City, Santee, Covina, Moreno Valley, Rancho Santa Margarita, Turlock, Tulare, Lathrop, Imperial Beach, Solana Beach, Victorville, Yucaipa, San Bernardino, Seal Beach, Los Altos Hills, Willits, Fresno, Pasadena, Bay Area Air Quality District (BAAQ), Watershed Conservation Authority (WCA), Imperial County, Butte County, Orange County, Solano Irrigation District, Olvenhain Municipal Water District, Los Angeles Metropolitan Transit District (METRO), Greater Cleveland RTA.*

RESUME HIGHLIGHTS

- Experienced project manager of Cost Allocation Studies and User and Regulatory Fee Analysis
- Extensive background in providing consulting and project management support to federal, state and local government in the subject areas of development services, public safety, public works, health and human services, information technology, project planning and implementation, public program administration, finance and state mandated reimbursement

EDUCATION

- Master in Business Administration, California State University Sacramento, 2009
- Bachelor of Science, Finance; HRM; Risk Management California State University Sacramento, 2002
- Project Management Professional Certification, 2011 and 2014

BIOGRAPHY

Stacey Shell is a Manager in the Financial Consulting Group at NBS. Ms. Shell has nine years of project management experience, seven years dedicated to Cost Allocation Plan, User Fee Analysis, and State-level public health program implementation projects. Additionally, Ms. Shell has recently returned from twenty-seven months of service in the Peace Corps as a Community Economic Development Volunteer in Azerbaijan, where her primary project assignments were in the local municipality's "city hall". As an NBS employee, she provides professional expertise in the areas of project management, consulting, facilitation, public speaking, document development and analysis for cost allocation plan and user fee study engagements.

RECENT RELEVANT PROJECT EXPERIENCE

The following list provides a sampling of user fee study, cost allocation plan and SB 90 projects that Stacey Shell has participated in, or managed over the life of her consulting career.

- City of Alameda, User Fee Study, SB 90
- City of Bakersfield, SB 90
- City of Berkeley, SB 90
- City of Chico, SB 90
- City of Clovis, Fire Department User Fee Study
- City of Corcoran, SB 90
- City of Covina, User Fee Study
- City of Cupertino, User Fee Study
- City of Danville, Cost Allocation Plan, SB 90
- City of Delano, SB 90
- City of Diamond Bar, Cost Allocation Plan and User Fee Study
- City of Dinuba, SB 90
- City of East Palo Alto, SB 90
- City of El Cerrito, SB 90
- City of Emeryville, SB 90, User Fee Study
- City of Fontana, Cost Allocation Plan
- City of Hayward, User Fee Study
- City of Lathrop, User Fee Study
- City of Los Altos, SB 90
- City of Los Gatos, SB 90
- City of Millbrae, SB 90
- City of Modesto, User Fee Study
- City of Mountain View, User Fee Study
- City of Moreno Valley, User Fee Study
- City of Morgan Hill, Development Services Fee Study
- City of Napa, User Fee Study
- City of National City, User Fee Study
- City of Ojai, SB 90
- City of Ontario, User Fee Study
- City of Paradise, SB 90
- City of Porterville, SB 90
- City of Rancho Cucamonga, User Fee Study
- City of Riverside, User Fee Study and Cost Allocation Plan

KEVIN GARDNER

Financial Analyst



RESUME HIGHLIGHTS

- Experienced Financial Analyst supporting cost allocation, user and regulatory fee studies.
- Working knowledge of public finance and governmental accounting practices and policies.
- Extensive experience working with analytical software, databases, and spreadsheets.

EDUCATION

Bachelor of Science in Business Administration, Finance Concentration, University of California, Riverside

BIOGRAPHY

Mr. Gardner is a Financial Analyst for the Financial Consulting Group at NBS. Kevin provides data gathering, analysis, modeling and project tracking support for Overhead Cost Allocation Plans, and User Fee Studies. In addition to his experience at NBS, Kevin offers many years of undergraduate studies in market analysis, economic analysis, cost/expense analysis, asset allocation, risk and portfolio management, and project based profit and loss statements.

ARIELLE PLOURDE

Financial Analyst



RESUME HIGHLIGHTS

- Experienced in Financial Compliance and Government Compliance Law.
- Working knowledge of government finance practices and Federal Trade Commissions (FTC).
- Extensive experience working with analytical software, databases, and spreadsheets.

EDUCATION

Bachelor of Arts in Economics, with a Concentration in Finance, City College of New York, New York

BIOGRAPHY

Ms. Plourde is a Financial Analyst for the Financial Consulting Group at NBS. Arielle provides data gathering, analysis, modeling and project tracking support for Overhead Cost Allocation Plans, and User Fee Studies.

RECENT RELEVANT PROJECT EXPERIENCE

Kevin Gardner and Arielle Plourde participated in the role of Financial Analyst for the following NBS engagements relevant to the proposed Scope of Work:

- Benicia, Citywide User Fee Study
- Brea, Citywide User Fee Study
- County of Contra Costa, Countywide User Fee Study
- County of Santa Clara, Department of Environmental Health User Fee Study
- Escondido, GEMT Cost Report
- Fairfield, Fire Department User Fee Study
- Half Moon Bay, Cost Allocation Plan and Citywide User Fee Study
- Huntington Beach, GEMT Cost Report
- Indio, Cost Allocation Plan and User Fee Study
- Los Angeles, Department of City Planning User Fee Study
- Morgan Hill, Planning Department User Fee Study
- Riverside, Cost Allocation Plan and User Fee Study
- Sacramento, Code Compliance Fees and Penalties Study
- San Francisco, GEMT Cost Report
- San Jose, Citywide User Fee Study
- San Juan Capistrano, Cost Allocation Plan and User Fee Study
- San Luis Obispo, Citywide User Fee Study
- San Ramon Valley Fire Protection District, Fire Department User Fee Study
- Santa Clara, Cost Allocation Plan and User Fee Study
- Santa Cruz, Citywide User Fee Study
- Sonoma, Citywide User Fee Study

RESUME HIGHLIGHTS

- Seasoned professional in Special City Formation and administration
- Experienced special tax consultant
- *Nearly two decades of experience with NBS*

EDUCATION

Bachelor of Science, Business Administration, Finance, California State University San Bernardino

PROFESSIONAL AFFILIATIONS

- California Society of Municipal Finance Officers (CSMFO)
- Business Industry Association (BIA)
- Women in Public Finance (WPF)

BIOGRAPHY

Danielle Wood is an associate director with NBS where she currently oversees client services and project management efforts for a number of our Southern California clients. Prior to this role, Danielle worked in the following consulting areas:

- **District Formation and Administration:** Her experience in formation and ongoing administration of special financing Districts has been as varied as Landscape Maintenance Districts, 1913/1915 Act Improvement Districts, Drainage Assessment Districts, Special Safety Services Districts, Benefit Assessment Districts, Community Facilities Districts, and Property-Based Business Improvement Districts. Her work in this area included annual levy calculations, direct assessment billings, City fund analyses, and monitoring delinquent assessments to ensure timely debt service repayment. She has prepared levies for several CFDs with an aggregate parcel count of 4,500 and numerous LMDs containing over 30,000 parcels.
- **Delinquency Management:** Danielle has also worked extensively on delinquency management. Her areas of responsibility included gathering county data, sending letters, setting up payment plans, and ensuring productive communications with foreclosure attorneys and property owners.
- **Street Maintenance, Landscape and Lighting, and Other City Administration:** Danielle is experienced with the ongoing administration and annual levy calculations for 1982 Act Street Maintenance and/or Storm Drain Districts as well as 1972 Act Landscape and Lighting Districts.
- **City Closeouts:** Danielle has worked with many agencies on hundreds of City closeouts requiring thousands of refunds to property owners. Millions of dollars have been refunded using calculations Danielle created.
- **Assessment City Audits:** Danielle has worked with agencies on auditing assessment Districts including preparing funds analyses, determining current and future bond debt variances, preparing bond call analyses and instruction letters, auditing parcel levy histories, and preparing recommendations for ongoing administration.

APPENDIX B: RECOMMENDATION LETTERS



CITY OF RANCHO SANTA MARGARITA

22112 El Paseo • Rancho Santa Margarita • California 92688-2824
949.635.1800 • fax 949.635.1840 • www.cityofrsm.org

May 25, 2017

Subject: NBS Government Finance Group

To Whom It May Concern:

This letter is in reference to the Cost Allocation Plan and User Fee Study project, and the consulting services that Greta Davis and NBS provided to the City of Rancho Santa Margarita in 2016-2017. Ms. Davis conducted a comprehensive fee study for regulatory and user fees, which included several draft iterations. She also worked closely with several departments within the City, and presented the fee study to the City Council at a Council Meeting. Ms. Davis provided an excellent level of subject matter expertise and project management.

In particular, I'd like to highlight the patience that Ms. Davis demonstrated, since some the staff working on this project did not have much experience with a fee study effort. She was professional and responsive to the City's needs, specifically related to answering questions, training staff on the user fee methodology, providing policy recommendations, and implementation assistance.

I would highly recommend NBS and the services of Greta Davis to provide quality and professional cost analysis consulting services.

Sincerely,

CITY OF RANCHO SANTA MARGARITA

Stefanie Turner
Finance Director

ST:sd

TEL: 951.413.3021
FAX: 951.413.3096
WWW.MOVAL.ORG



14177 FREDERICK STREET
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

July 27, 2016

To Whom it may concern,

This letter is in reference to the cost consulting services that Ms. Greta Davis and NBS provided to the City of Moreno Valley in 2015-16. The consulting services included: preparation of the City's annual cost allocation plan, an Internal Service Fund analysis, as well a comprehensive user fee study. Ms. Davis provided an excellent level of subject matter expertise and project management. She was professional and responsive to the City's needs related to questions and explaining the project results to staff, community stakeholders and to the City Council.

I would highly recommend Ms. Davis to provide quality and professional cost consulting services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brooke McKinney".

Brooke McKinney

Treasury Operations Division Manager





Joan E. Ryan
Assistant Director of Finance
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4338 Fax: 760-746-0612

June 13, 2017

NBS
32605 Temecula Parkway, Suite 100
Temecula, CA 92592

To Whom It May Concern:

This letter is in reference to the annual project for an OMB Cost Allocation Plan and Federal Grant reimbursement of Ground Emergency Medical Transport (GEMT) claiming through CA Department of Health Care Services (dhcs) inclusive of preparation, submissions and audit assistance with NBS and the consulting services that Greta Davis provided to the City of Escondido for fiscal years 2009 – 2016. Ms. Davis prepared a comprehensive cost allocation plan which included several draft iterations and working closely with the Finance team, as well as the Fore Department. Ms. Davis provided an excellent level of subject matter expertise and project management.

In particular, I'd like to highlight the patience that Ms. Davis has demonstrated throughout the project. Much of the staff working on this project did not have any experience with the cost allocation plan effort and she was professional and responsive to the City's needs related to answering questions, training on the cost plan methodology, policy recommendations, implementation and audit assistance.

I would highly recommend NBS and the services of Greta Davis to provide quality and professional cost analysis consulting services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joan Ryan".

Joan Ryan
Assistant Finance Director
City of Escondido

**City of Canyon Lake
City Council
Staff Report**

TO: Mayor and City Council
FROM: Lisa Casillas, Accountant
DATE: August 2, 2017
SUBJECT: List of Demands

Recommendation:

That the City Council adopts a resolution entitled: RESOLUTION NO. 2017-13

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CANYON LAKE ALLOWING CERTAIN
CLAIMS AND DEMANDS AS SET FORTH IN EXHIBIT A

Background:

All claims and demands are reported and summarized for review and approval by the City Council on a routine basis at each City Council meeting. The attached claims represent the paid claims and demands since the City Council meeting of July 12, 2017.

Budget (or Fiscal) Impact:

All claims and demands are paid from appropriated funds or authorized resources of the City and have been recorded in accordance with the City's policies.

Attachments:

Resolution
List of Demands

RESOLUTION NO. 2017-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AS SET FORTH IN EXHIBIT A

The City Council of the City of Canyon Lake does hereby resolve as follows:

Demands are approved as shown on the Demand\Warrant Register of August 2nd, in the amount of \$810,577.58 as follows:

| | | | |
|----------------------------|----|-------------------|---------------------------------------|
| Payroll Earnings (Gross) | \$ | 39,298.58 | (2nd Half of June & 1st Half of July) |
| Payroll Taxes - Employer | \$ | 651.62 | (2nd Half of June & 1st Half of July) |
| On-line Retirement | | 4,137.14 | (2nd Half of June & 1st Half of July) |
| Unfunded Accrued Liability | | 14,109.00 | (2nd Half of June & 1st Half of July) |
| On-line Health | | 730.41 | (For the Month of July) |
| General | | 751,650.83 | (Accounts Payable) |
| TOTAL | \$ | <u>810,577.58</u> | |

PASSED, APPROVED AND ADOPTED this 2nd day of August 2017.

Mayor, Randall P. Bonner

ATTEST:

Stephanie Roseen, Deputy City Clerk

NOTE: Checks #23238 - 23249 are missing as a result of a printing error from Harland Clarke (Check Vendor).

State of California
County of Riverside) ss
City of Canyon Lake)

I, Stephanie Roseen, Deputy City Clerk of the City of Canyon Lake, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of the Resolution No. 2017-13 adopted by the City Council of the City of Canyon Lake, California, at a regular meeting thereof, held on August 2, 2017, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Stephanie Roseen, Deputy City Clerk

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 7/1/2017 Through 7/31/2017

| Check Num... | Matching Docum... Date | Vendor Name | Transaction Description | Check Amount | Fund Code | Fund Short Title |
|-----------------------|------------------------|-----------------------------|---|--------------|-----------|------------------|
| 23272 | 7/26/2017 | SOUTHERN CALIFORNIA EDISON | Electricity, City Hall 06/15/17-07/17/17 | 1,988.65 | 10 | GENERAL |
| 23272 | 7/26/2017 | SOUTHERN CALIFORNIA EDISON | Electricity, Fire Station 6/15/17-7/17/17 | 522.17 | 10 | GENERAL |
| 23272 | 7/26/2017 | SOUTHERN CALIFORNIA EDISON | Electricity, Office Lease 6/21/17-7/21/17 | 86.02 | 10 | GENERAL |
| 23272 | 7/26/2017 | SOUTHERN CALIFORNIA EDISON | Electricity, Pump Station 6/9/17-7/11/17 | 500.81 | 20 | GAS TAX |
| 23272 | 7/26/2017 | SOUTHERN CALIFORNIA EDISON | Electricity, Traffic Control 5/22/17-6/21/17 | 12.52 | 20 | GAS TAX |
| 23272 | 7/26/2017 | SOUTHERN CALIFORNIA EDISON | Electricity, Traffic Control 6/15/17-7/17/17 | 200.60 | 20 | GAS TAX |
| Total 23272 | 7/26/2017 | | | 3,310.77 | | |
| 23273 | 7/26/2017 | STATE COMP. INS. FUND | Worker's Comp August 2017 | 1,265.42 | 10 | GENERAL |
| Total 23273 | 7/26/2017 | | | 1,265.42 | | |
| 23274 | 7/26/2017 | TPx Communications | City Hall Phone Systems 7/16/17-8/15/17 | 558.21 | 10 | GENERAL |
| Total 23274 | 7/26/2017 | | | 558.21 | | |
| 23275 | 7/26/2017 | Trauma Intervention Program | First Responders Annual Services | 1,500.00 | 10 | GENERAL |
| Total 23275 | 7/26/2017 | | | 1,500.00 | | |
| 23276 | 7/26/2017 | U. S. Bank | Flowers for Dawn, Mattress for Fire Station, supplies | 3,153.08 | 10 | GENERAL |
| Total 23276 | 7/26/2017 | | | 3,153.08 | | |
| Report Total | | | | 751,650.83 | | |

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 7/1/2017 Through 7/31/2017

| Check Num... | Matching Docum... Date | Vendor Name | Transaction Description | Check Amount | Fund Code | Fund Short Title |
|--------------|---------------------------|---------------------------------------|--|--------------|-----------|------------------|
| Total 23264 | 7/26/2017 | | | 1,550.00 | | |
| 23265 | 7/26/2017 | Mr. Appliance | Ice Machine Diagnostic/Repair Fire Station #60 | 326.58 | 10 | GENERAL |
| 23265 | 7/26/2017 | Mr. Appliance | Ice Machine Repair Fire Station #60 | 688.52 | 10 | GENERAL |
| Total 23265 | 7/26/2017 | | | 1,015.10 | | |
| 23266 | 7/26/2017 | MR. WINDOW & CO. | Window Cleaning July 2017 | 60.00 | 10 | GENERAL |
| Total 23266 | 7/26/2017 | | | 60.00 | | |
| 23267 | 7/26/2017 | Nate Volk | Broadcasting Services for Council Meeting | 350.00 | 10 | GENERAL |
| Total 23267 | 7/26/2017 | | | 350.00 | | |
| 23268 | 7/26/2017 | Purchase Power | Postage June 2017 | 201.00 | 10 | GENERAL |
| Total 23268 | 7/26/2017 | | | 201.00 | | |
| 23269 | 7/26/2017 | Rogers, Anderson, Malody & Scott, LLP | Accounting Services May 2017 | 6,700.00 | 10 | GENERAL |
| Total 23269 | 7/26/2017 | | | 6,700.00 | | |
| 23270 | 7/26/2017 | Regional Conservation Authority | MSHCP Fees for Permits #12605 and #12721 | 3,917.00 | 50 | AGENCY |
| Total 23270 | 7/26/2017 | | | 3,917.00 | | |
| 23271 | 7/26/2017 | RIV. CO. SHERIFF'S DEPT., Acctg & Fin | Riverside CAL-ID FY 17/18 Member Agency Assessment | 10,681.00 | 10 | GENERAL |
| Total 23271 | 7/26/2017 | | | 10,681.00 | | |

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 7/1/2017 Through 7/31/2017

| Check Numb... | Matching Docum... Date | Vendor Name | Transaction Description | Check Amount | Fund Code | Fund Short Title |
|---------------|------------------------|---|--------------------------------------|--------------|-----------|------------------|
| Total 23257 | 7/26/2017 | | | 109.37 | | |
| 23258 | 7/26/2017 | FRIDAY FLYER | Notice Inviting Sealed Bid Proposals | 249.75 | 10 | GENERAL |
| Total 23258 | 7/26/2017 | | | 249.75 | | |
| 23259 | 7/26/2017 | Frontier Communications | Fios, 7/10/17-8/09/17 | 146.98 | 10 | GENERAL |
| 23259 | 7/26/2017 | Frontier Communications | Phones, 7/10/17-8/09/17 | 59.89 | 10 | GENERAL |
| 23259 | 7/26/2017 | Frontier Communications | Phones, 7/13/17-8/12/17 | 361.63 | 10 | GENERAL |
| Total 23259 | 7/26/2017 | | | 568.50 | | |
| 23260 | 7/26/2017 | GOLDING PUBLICATIONS | Business Cards for Randy Bonner | 37.71 | 10 | GENERAL |
| Total 23260 | 7/26/2017 | | | 37.71 | | |
| 23261 | 7/26/2017 | NANCY GREENHALGH | Retiree Health Insurance August 2017 | 196.21 | 10 | GENERAL |
| Total 23261 | 7/26/2017 | | | 196.21 | | |
| 23262 | 7/26/2017 | International Institute of Municipal Clerks | Annual Membership Fee thru 9/30/18 | 100.00 | 10 | GENERAL |
| Total 23262 | 7/26/2017 | | | 100.00 | | |
| 23263 | 7/26/2017 | Joe's Hardware | Expenditures for Fire Station #60 | 102.53 | 10 | GENERAL |
| Total 23263 | 7/26/2017 | | | 102.53 | | |
| 23264 | 7/26/2017 | Maureen Kane & Associates, Inc. | Technical Training for Clerks | 1,550.00 | 10 | GENERAL |

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 7/1/2017 Through 7/31/2017

| Check Num... | Matching Docum... Date | Vendor Name | Transaction Description | Check Amount | Fund Code | Fund Short Title |
|-----------------------|---------------------------|----------------------------------|---|--------------|-----------|------------------|
| 23250 | 7/26/2017 | AMBER AIR CONDITIONING | A/C Repair Fire Station #60 | 122.06 | 10 | GENERAL |
| Total 23250 | 7/26/2017 | | | 122.06 | | |
| 23251 | 7/26/2017 | Nancy Louis Athey | Refund of Admin Citation #CL02830 | 100.00 | 10 | GENERAL |
| Total 23251 | 7/26/2017 | | | 100.00 | | |
| 23252 | 7/26/2017 | BIO-TOX LABORATORIES | Sheriff's Dept Blood Testing June 2017 | 41.70 | 10 | GENERAL |
| Total 23252 | 7/26/2017 | | | 41.70 | | |
| 23253 | 7/26/2017 | C.L.CHAMBER OF COMMERCE | Chamber Contribution FY 17/18 | 2,000.00 | 10 | GENERAL |
| Total 23253 | 7/26/2017 | | | 2,000.00 | | |
| 23254 | 7/26/2017 | Control Pump | Preventative Maint Service for Landscape Booster Station | 1,301.00 | 20 | GAS TAX |
| Total 23254 | 7/26/2017 | | | 1,301.00 | | |
| 23255 | 7/26/2017 | CR&R | Waste and Recycling Services June 2017 | 420.77 | 50 | AGENCY |
| Total 23255 | 7/26/2017 | | | 420.77 | | |
| 23256 | 7/26/2017 | DATA TICKET | Monthly Citation Processing June 2017 | 100.00 | 10 | GENERAL |
| Total 23256 | 7/26/2017 | | | 100.00 | | |
| 23257 | 7/26/2017 | Eagle Graphic Creations, Inc. | Plaque and gravel for D. Haggerty, Name Plate for S. Roseen | 109.37 | 10 | GENERAL |

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 7/1/2017 Through 7/31/2017

| Check Num... | Matching Docum... Date | Vendor Name | Transaction Description | Check Amount | Fund Code | Fund Short Title |
|-----------------------|---------------------------|---|--|--------------|-----------|------------------|
| 23230 | 7/19/2017 | Verizon Wireless | Cell Phones 07/04/17-08/03/17 | 331.92 | 10 | GENERAL |
| 23230 | 7/19/2017 | Verizon Wireless | Ipads 07/04/17-08/03/07 | 202.42 | 10 | GENERAL |
| Total 23230 | 7/19/2017 | | | 534.34 | | |
| 23231 | 7/26/2017 | Aflac | Aflac July 2017 | 325.70 | 10 | GENERAL |
| Total 23231 | 7/26/2017 | | | 325.70 | | |
| 23232 | 6/21/2017 | JOHN REGUS | Rent for Library August 2017 | 250.00 | 10 | GENERAL |
| Total 23232 | 6/21/2017 | | | 250.00 | | |
| 23233 | 7/26/2017 | JOHN REGUS | Rent for Library September 2017 | 1,012.95 | 10 | GENERAL |
| Total 23233 | 7/26/2017 | | | 1,012.95 | | |
| 23234 | 7/26/2017 | County Executive Office | Animal Shelter Services Jul - Sep 2017 | 18,086.13 | 10 | GENERAL |
| Total 23234 | 7/26/2017 | | | 18,086.13 | | |
| 23235 | 7/26/2017 | RIVERSIDE COUNTY FIRE DEPT | Fire Protection Services Jan - Mar 2017 | 270,469.06 | 10 | GENERAL |
| Total 23235 | 7/26/2017 | | | 270,469.06 | | |
| 23236 | 7/26/2017 | Riv Co Sheriff Dept Perris Station | Extra Duty - Sheriff's July 4th | 9,693.77 | 10 | GENERAL |
| Total 23236 | 7/26/2017 | | | 9,693.77 | | |
| 23237 | 7/26/2017 | Special District Risk Management Authority | Dental Insurance August 2017 | 275.50 | 10 | GENERAL |
| Total 23237 | 7/26/2017 | | | 275.50 | | |

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 7/1/2017 Through 7/31/2017

| Check Num... | Matching Docum... Date | Vendor Name | Transaction Description | Check Amount | Fund Code | Fund Short Title |
|--------------------|------------------------|---|---|------------------|-----------|------------------|
| 23224 | 7/19/2017 | STATE OF CA DEPT. OF JUSTICE | Blood Alcohol Analysis June 2017 | 105.00 | 10 | GENERAL |
| 23224 | 7/19/2017 | STATE OF CA DEPT. OF JUSTICE | Fingerprints June 2017 | 175.00 | 10 | GENERAL |
| Total 23224 | 7/19/2017 | | | 280.00 | | |
| 23225 | | | | 0.00 | | |
| Total 23225 | | | | 0.00 | | |
| 23226 | 7/19/2017 | ELSINORE VALLEY MUNI WATER DIS | Water Service 5/26/17-6/27/17 | 1,703.05 | 20 | GAS TAX |
| Total 23226 | 7/19/2017 | | | 1,703.05 | | |
| 23227 | 7/19/2017 | LESJWA | Task Force Contributions FY 17/18 | 33,586.00 | 10 | GENERAL |
| Total 23227 | 7/19/2017 | | | 33,586.00 | | |
| 23228 | 7/19/2017 | Public Entity Risk Management Authority | Crime Coverage Deposit Premium FY 17/18 | 760.00 | 10 | GENERAL |
| 23228 | 7/19/2017 | Public Entity Risk Management Authority | Cyber Liability Coverage Deposit Premium FY 17/18 | 546.00 | 10 | GENERAL |
| 23228 | 7/19/2017 | Public Entity Risk Management Authority | Employment Risk Mgmt Authority Deposit Premium FY 17/18 | 1,939.00 | 10 | GENERAL |
| 23228 | 7/19/2017 | Public Entity Risk Management Authority | General Liability Deposit Premium FY 17/18 | 24,437.00 | 10 | GENERAL |
| 23228 | 7/19/2017 | Public Entity Risk Management Authority | Property Program Insurance Premium FY 17/18 | 2,557.00 | 10 | GENERAL |
| Total 23228 | 7/19/2017 | | | 30,239.00 | | |
| 23229 | 7/19/2017 | STAPLES | Office Supplies | 431.42 | 10 | GENERAL |
| Total 23229 | 7/19/2017 | | | 431.42 | | |

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 7/1/2017 Through 7/31/2017

| Check Num... | Matching Docum... Date | Vendor Name | Transaction Description | Check Amount | Fund Code | Fund Short Title |
|-----------------------|---------------------------|---------------------------------------|---|--------------|-----------|------------------|
| 23218 | 7/19/2017 | BIO-TOX LABORATORIES | Sheriff's Dept Blood Testing | 620.00 | 10 | GENERAL |
| Total 23218 | 7/19/2017 | | | 620.00 | | |
| 23219 | 7/19/2017 | Charles Abbott Associates, Inc. | Engineering June 2017 | 22,745.00 | 10 | GENERAL |
| 23219 | 7/19/2017 | Charles Abbott Associates, Inc. | Environmental Consulting June 2017 | 842.00 | 10 | GENERAL |
| 23219 | 7/19/2017 | Charles Abbott Associates, Inc. | Gas Tax and Planning June 2017 | 6,033.95 | 10 | GENERAL |
| 23219 | 7/19/2017 | Charles Abbott Associates, Inc. | Permit and Plan Review June 2017 | 12,066.04 | 10 | GENERAL |
| 23219 | 7/19/2017 | Charles Abbott Associates, Inc. | Gas Tax and Planning June 2017 | 3,216.00 | 20 | GAS TAX |
| Total 23219 | 7/19/2017 | | | 44,902.99 | | |
| 23220 | 6/21/2017 | C.L.CHAMBER OF COMMERCE | Annual Membership | 110.00 | 10 | GENERAL |
| Total 23220 | 6/21/2017 | | | 110.00 | | |
| 23221 | 7/19/2017 | Corelogic Information Solutions, INC. | Database for Code Enforcement June 2017 | 105.50 | 10 | GENERAL |
| Total 23221 | 7/19/2017 | | | 105.50 | | |
| 23222 | 7/19/2017 | Cota, Cola and Huber, LLP | Attorney Services June 2017 | 15,869.12 | 10 | GENERAL |
| Total 23222 | 7/19/2017 | | | 15,869.12 | | |
| 23223 | 7/19/2017 | DATA TICKET | Monthly Citation Processing June 2017 | 146.40 | 10 | GENERAL |
| Total 23223 | 7/19/2017 | | | 146.40 | | |

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 7/1/2017 Through 7/31/2017

| Check Num... | Matching Docum... Date | Vendor Name | Transaction Description | Check Amount | Fund Code | Fund Short Title |
|--------------|---------------------------|-------------------------------|--|--------------|-----------|------------------|
| Total 23210 | 7/6/2017 | | | 81.13 | | |
| 23211 | 7/6/2017 | STAPLES | Office Supplies, toner | 567.35 | 10 | GENERAL |
| Total 23211 | 7/6/2017 | | | 567.35 | | |
| 23212 | 7/6/2017 | Stephanie Roseen | Reimbursement June 2017 | 108.00 | 10 | GENERAL |
| Total 23212 | 7/6/2017 | | | 108.00 | | |
| 23213 | 7/6/2017 | Synoptek, LLC | IT Services for July 2017 | 1,910.00 | 10 | GENERAL |
| 23213 | 7/6/2017 | Synoptek, LLC | Uninterrupted Power Supply with Network Card | 860.05 | 10 | GENERAL |
| Total 23213 | 7/6/2017 | | | 2,770.05 | | |
| 23214 | 7/6/2017 | TPx Communications | City Hall Phone Systems, 6/16/17-7/15/17 | 557.19 | 10 | GENERAL |
| Total 23214 | 7/6/2017 | | | 557.19 | | |
| 23215 | 7/6/2017 | Toshiba Financial Services | Monthly Copier Lease, 6/15/17-7/15/17 | 778.87 | 10 | GENERAL |
| Total 23215 | 7/6/2017 | | | 778.87 | | |
| 23216 | 7/19/2017 | AMBER AIR CONDITIONING | AC Repair City Hall | 340.40 | 10 | GENERAL |
| 23216 | 7/19/2017 | AMBER AIR CONDITIONING | AC Repair Fire Station #60 | 652.24 | 10 | GENERAL |
| Total 23216 | 7/19/2017 | | | 992.64 | | |
| 23217 | 7/19/2017 | ANIMAL FRIENDS OF THE VALLEYS | Animal Control Services May 2017 | 3,500.00 | 10 | GENERAL |
| Total 23217 | 7/19/2017 | | | 3,500.00 | | |

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 7/1/2017 Through 7/31/2017

| Check Num... | Matching Docum... Date | Vendor Name | Transaction Description | Check Amount | Fund Code | Fund Short Title |
|--------------|---------------------------|--|---|--------------|-----------|------------------|
| Total 23203 | 7/6/2017 | | | 604.66 | | |
| 23204 | 7/6/2017 | RIV. CO. SHERIFF-S DEPT. | Contract Law Enforcement 4/27/17-5/24/17 | 112,729.69 | 10 | GENERAL |
| Total 23204 | 7/6/2017 | | | 112,729.69 | | |
| 23205 | 7/6/2017 | RIV. CO. SHERIFF'S DEPT., Acctg & Fin | Contract Law 03/30/17-4/26/17 | 124,782.56 | 10 | GENERAL |
| Total 23205 | 7/6/2017 | | | 124,782.56 | | |
| 23206 | 7/6/2017 | RIV COUNTY SHERIFF-Dept. Technical Svcs. | Communications/Dispatch FY 16/17 | 6,600.00 | 10 | GENERAL |
| Total 23206 | 7/6/2017 | | | 6,600.00 | | |
| 23207 | 7/6/2017 | RIVERSIDE COUNTY SHERIFF'S | Sheriff Extra Duty - Fiesta Day | 6,257.00 | 10 | GENERAL |
| Total 23207 | 7/6/2017 | | | 6,257.00 | | |
| 23208 | 7/6/2017 | COUNTY OF RIVERSIDE-TLMA | SLF Costs May 2017 | 161.16 | 20 | GAS TAX |
| Total 23208 | 7/6/2017 | | | 161.16 | | |
| 23209 | 7/6/2017 | SOUTHERN CALIFORNIA EDISON | Electricity, Office Lease 5/22/17-6/21/17 | 55.40 | 10 | GENERAL |
| 23209 | 7/6/2017 | SOUTHERN CALIFORNIA EDISON | Electricity, Traffic Control 5/23/17-6/22/17 | 80.06 | 20 | GAS TAX |
| 23209 | 7/6/2017 | SOUTHERN CALIFORNIA EDISON | Electricity, Traffic Control 5/31/17-6/29/17 | 342.49 | 20 | GAS TAX |
| Total 23209 | 7/6/2017 | | | 477.95 | | |
| 23210 | 7/6/2017 | Sparkletts | Water for City Hall, 06/7/17-06/21/17 | 81.13 | 10 | GENERAL |

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 7/1/2017 Through 7/31/2017

| Check Num... | Matching Docum... Date | Vendor Name | Transaction Description | Check Amount | Fund Code | Fund Short Title |
|--------------|---------------------------|-------------------------------------|---|--------------|-----------|------------------|
| Total 23195 | 7/6/2017 | | | 148.70 | | |
| 23196 | 7/6/2017 | ELSINORE VALLEY MUNI WATER DIS | Water Service, 5/25/17-6/26/17 | 119.61 | 10 | GENERAL |
| Total 23196 | 7/6/2017 | | | 119.61 | | |
| 23197 | 7/6/2017 | Fast Signs | Council Member Name Plates | 35.96 | 10 | GENERAL |
| Total 23197 | 7/6/2017 | | | 35.96 | | |
| 23198 | 7/6/2017 | FRIDAY FLYER | Notice of Continued Public Hearing to 7/12/17 | 144.00 | 10 | GENERAL |
| Total 23198 | 7/6/2017 | | | 144.00 | | |
| 23199 | 7/6/2017 | Jani-King of CA, Inc. | City Hall Cleaning Service July 2017 | 720.37 | 10 | GENERAL |
| Total 23199 | 7/6/2017 | | | 720.37 | | |
| 23200 | 7/6/2017 | Lawrence Roll-Up Doors, Inc. | Bay Door Repair for Fire Station #60 | 4,262.00 | 10 | GENERAL |
| Total 23200 | 7/6/2017 | | | 4,262.00 | | |
| 23201 | 7/6/2017 | League of California Cities | LOCC General Meeting 7/10/17, R. Bonner & L. Greene | 70.00 | 10 | GENERAL |
| Total 23201 | 7/6/2017 | | | 70.00 | | |
| 23202 | 7/6/2017 | PETERSON ELECTRIC | Installed LED Bulletin Board | 294.15 | 10 | GENERAL |
| Total 23202 | 7/6/2017 | | | 294.15 | | |
| 23203 | 7/6/2017 | Riverside County Auditor-Controller | LAFCO FY18 Admin Fees | 604.66 | 10 | GENERAL |

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 7/1/2017 Through 7/31/2017

| Check Numb... | Matching Docum... Date | Vendor Name | Transaction Description | Check Amount | Fund Code | Fund Short Title |
|--------------------|------------------------|---|---|--------------|-----------|------------------|
| 23190 | 7/6/2017 | California Bulding Standards Commission | Permit Valuation Fee 4/1/17-6/30/17 | 176.40 | 10 | GENERAL |
| Total 23190 | 7/6/2017 | | | 176.40 | | |
| 23191 | 7/6/2017 | CANYON LAKE PEST CONTROL, Steven E. Young | Pest Control, Fire Station #60 | 250.00 | 10 | GENERAL |
| Total 23191 | 7/6/2017 | | | 250.00 | | |
| 23192 | 7/6/2017 | CTAI Pacific Greenscape | Fire Station Landscape Maintenance June 2017 | 250.00 | 10 | GENERAL |
| 23192 | 7/6/2017 | CTAI Pacific Greenscape | Median & Parkways Landscape Maintenance June 2017 | 5,200.00 | 20 | GAS TAX |
| 23192 | 7/6/2017 | CTAI Pacific Greenscape | Valve Replacement on Railroad Canyon 6/12/17 | 648.00 | 20 | GAS TAX |
| 23192 | 7/6/2017 | CTAI Pacific Greenscape | Valve Replacement Railroad Canyon 5/4/17 | 432.00 | 20 | GAS TAX |
| 23192 | 7/6/2017 | CTAI Pacific Greenscape | Valve Replacement Railroad Canyon 6/14/17 | 776.00 | 20 | GAS TAX |
| 23192 | 7/6/2017 | CTAI Pacific Greenscape | Valve Replacement Railroad Canyon 6/15/17 | 216.00 | 20 | GAS TAX |
| Total 23192 | 7/6/2017 | | | 7,522.00 | | |
| 23193 | 7/6/2017 | DEPARTMENT OF CONSERVATION | SMIP Fee June 2017 | 457.57 | 10 | GENERAL |
| Total 23193 | 7/6/2017 | | | 457.57 | | |
| 23194 | 7/6/2017 | DS Services | Business License Refund, Rec'd Payment in Error | 250.00 | 10 | GENERAL |
| Total 23194 | 7/6/2017 | | | 250.00 | | |
| 23195 | 7/6/2017 | Embroidery & More | Uniforms Special Enforcement | 148.70 | 10 | GENERAL |

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 7/1/2017 Through 7/31/2017

| Check Numb... | Matching Docum... Date | Vendor Name | Transaction Description | Check Amount | Fund Code | Fund Short Title |
|---------------|------------------------|--------------------------------|--|--------------|-----------|------------------|
| 23183 | 7/6/2017 | Aflac | Supplemental Insurance June 2017 | 325.70 | 10 | GENERAL |
| Total 23183 | 7/6/2017 | | | 325.70 | | |
| 23184 | 7/6/2017 | All Signs Graphics and Designs | Senior Center Banner | 19.58 | 10 | GENERAL |
| Total 23184 | 7/6/2017 | | | 19.58 | | |
| 23185 | 7/6/2017 | AMBER AIR CONDITIONING | City Hall A/C Repair | 134.50 | 10 | GENERAL |
| Total 23185 | 7/6/2017 | | | 134.50 | | |
| 23186 | 7/6/2017 | AMERICAN FORENSIC NURSES INC | Sheriff's Dept DUI Blood Draws June 2017 | 40.00 | 10 | GENERAL |
| 23186 | 7/6/2017 | AMERICAN FORENSIC NURSES INC | Sheriff's Dept DUI Blood Draws May 2017 | 80.00 | 10 | GENERAL |
| Total 23186 | 7/6/2017 | | | 120.00 | | |
| 23187 | 7/6/2017 | ANIMAL FRIENDS OF THE VALLEYS | Animal Control Services for Jan 2017 | 7,000.00 | 10 | GENERAL |
| Total 23187 | 7/6/2017 | | | 7,000.00 | | |
| 23188 | 7/6/2017 | Aprile DeAnne | Background Music/Sound System Fire Station Grand Opening | 200.00 | 10 | GENERAL |
| Total 23188 | 7/6/2017 | | | 200.00 | | |
| 23189 | 7/6/2017 | CASH | Petty Cash Reimbursement 6/29/17 | 79.93 | 10 | GENERAL |
| Total 23189 | 7/6/2017 | | | 79.93 | | |

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

| Vendor ID | Invoice Description | Cash Required |
|-----------------------|--|---------------|
| Aflac | Supplemental Insurance June 2017 | 325.70 |
| All Signs | Senior Center Banner | 19.58 |
| AMBER AIR | City Hall A/C Repair | 134.50 |
| AMERICAN FORENSIC | Sheriff's Dept DUI Blood Draws May 2017 | 80.00 |
| | Sheriff's Dept DUI Blood Draws June 2017 | 40.00 |
| ANIMAL FRIENDS | Animal Control Services for Jan 2017 | 7,000.00 |
| Aprile DeAnne | Background Music/Sound System Fire Station Grand Opening | 200.00 |
| CASH | Petty Cash Reimbursement 6/29/17 | 79.93 |
| CBSC | Permit Valuation Fee 4/1/17-6/30/17 | 176.40 |
| CL PEST | Pest Control, Fire Station #60 | 250.00 |
| CTAI | Median & Parkways Landscape Maintenance June 2017 | 5,200.00 |
| | Fire Station Landscape Maintenance June 2017 | 250.00 |
| | Valve Replacement on Railroad Canyon 6/12/17 | 648.00 |
| | Valve Replacement Railroad Canyon 5/4/17 | 432.00 |
| | Valve Replacement Railroad Canyon 6/14/17 | 776.00 |
| | Valve Replacement Railroad Canyon 6/15/17 | 216.00 |
| DEPT OF CONSER | SMIP Fee June 2017 | 457.57 |
| DS Services | Business License Refund, Rec'd Payment in Error | 250.00 |
| Embroidery | Uniforms Special Enforcement | 148.70 |
| EVMWD | Water Service, 5/25/17-6/26/17 | 119.61 |
| Fast Signs | Council Member Name Plates | 35.96 |
| FRIDAY FLYER | Notice of Continued Public Hearing to 7/12/17 | 144.00 |
| Jani-King | City Hall Cleaning Service July 2017 | 720.37 |
| Lawrence | Bay Door Repair for Fire Station #60 | 4,262.00 |
| LCC | LOCC General Meeting 7/10/17, R. Bonner & L. Greene | 70.00 |
| PETERSON | Installed LED Bulletin Board | 294.15 |
| Riv Co Auditor | LAFCO FY18 Admin Fees | 604.66 |
| Riv Co Cal-ID | Contract Law Enforcement 4/27/17-5/24/17 | 112,729.69 |
| Riv Co Sheriff Acctg | Contract Law 03/30/17-4/26/17 | 124,782.56 |
| Riv Co Sheriff DTS | Communications/Dispatch FY 16/17 | 6,600.00 |
| Riv Co Sheriff Perris | Sheriff Extra Duty - Fiesta Day | 6,257.00 |
| Riv Co TLMA | SLF Costs May 2017 | 161.16 |
| SCE | Electricity, Traffic Control 5/31/17-6/29/17 | 342.49 |
| | Electricity, Office Lease 5/22/17-6/21/17 | 55.40 |
| | Electricity, Traffic Control 5/23/17-6/22/17 | 80.06 |
| Sparkletts | Water for City Hall, 06/7/17-06/21/17 | 81.13 |
| STAPLES | Office Supplies, toner | 567.35 |
| Stephanie Roseen | Reimbursement June 2017 | 108.00 |
| Synoptek | IT Services for July 2017 | 1,910.00 |
| | Uninterrupted Power Supply with Network Card | 860.05 |
| TelePacific | City Hall Phone Systems, 6/16/17-7/15/17 | 557.19 |

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City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

| Vendor ID | Invoice Description | Cash Required |
|--------------|---------------------------------------|---------------|
| Toshiba | Monthly Copier Lease, 6/15/17-7/15/17 | 778.87 |
| Report Total | | 278,806.08 |

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

| Vendor ID | Invoice Description | Cash Required |
|---------------------------|---|---------------|
| AMBER AIR | AC Repair Fire Station #60 | 652.24 |
| | AC Repair City Hall | 340.40 |
| ANIMAL FRIENDS | Animal Control Services May 2017 | 3,500.00 |
| BIO-TOX | Sheriff's Dept Blood Testing | 620.00 |
| Charles Abbott | Gas Tax and Planning June 2017 | 3,216.00 |
| | Gas Tax and Planning June 2017 | 6,033.95 |
| | Engineering June 2017 | 22,745.00 |
| | Permit and Plan Review June 2017 | 12,066.04 |
| | Environmental Consulting June 2017 | 842.00 |
| CL CHAMBER | Annual Membership | 110.00 |
| Corelogic | Database for Code Enforcement June 2017 | 105.50 |
| Cota | Attorney Services June 2017 | 15,869.12 |
| DATA TICKET | Monthly Citation Processing June 2017 | 146.40 |
| DOJ | Blood Alcohol Analysis June 2017 | 105.00 |
| | Fingerprints June 2017 | 175.00 |
| Earle <i>wrong vendor</i> | Plaque and Gavel - D Haggerty, Name Plate - S Roseen | 109.37 |
| EVMWD | Water Service 5/26/17-6/27/17 | 1,703.05 |
| LESJWA | Task Force Contributions FY 17/18 | 33,586.00 |
| PERMA | General Liability Deposit Premium FY 17/18 | 24,437.00 |
| | Crime Coverage Deposit Premium FY 17/18 | 760.00 |
| | Cyber Liability Coverage Deposit Premium FY 17/18 | 546.00 |
| | Employment Risk Mgmt Authority Deposit Premium FY 17/18 | 1,939.00 |
| | Property Program Insurance Premium FY 17/18 | 2,557.00 |
| STAPLES | Office Supplies | 431.42 |
| VerizonW | Cell Phones 07/04/17-08/03/17 | 331.92 |
| | Ipads 07/04/17-08/03/07 | 202.42 |
| Report Total | | 133,129.83 |

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109.37
133,020.46

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

| Vendor ID | Invoice Description | Cash Required |
|----------------------------------|---|---------------|
| Aflac | Aflac July 2017 | 325.70 |
| AMBER AIR | A/C Repair Fire Station #60 | 122.06 |
| Athey | Refund of Admin Citation #CL02830 | 100.00 |
| BIO-TOX | Sheriff's Dept Blood Testing June 2017 | 41.70 |
| CL CHAMBER | Chamber Contribution FY 17/18 | 2,000.00 |
| Control Pump | Preventative Maint Service for Landscape Booster Station | 1,301.00 |
| CR&R | Waste and Recycling Services June 2017 | 420.77 |
| DATA TICKET | Monthly Citation Processing June 2017 | 100.00 |
| Eagle | Plaque and gravel for D. Haggerty, Name Plate for S. Roseen | 109.37 |
| FRIDAY FLYER | Notice Inviting Sealed Bid Proposals | 249.75 |
| Frontier | Phones, 7/13/17-8/12/17 | 242.09 |
| | Phones, 7/13/17-8/12/17 | 119.54 |
| | Fios, 7/10/17-8/09/17 | 146.98 |
| | Phones, 7/10/17-8/09/17 | 59.89 |
| GOLDING | Business Cards for Randy Bonner | 37.71 |
| GREENHALGH | Retiree Health Insurance August 2017 | 196.21 |
| IIMC | Annual Membership Fee thru 9/30/18 | 100.00 |
| Joe's | Expenditures for Fire Station #60 | 25.85 |
| | Expenditures for Fire Station #60 | 72.60 |
| | Expenditures for Fire Station #60 | 4.08 |
| Maureen Kane | Technical Training for Clerks | 1,550.00 |
| Mr. Appliance | Ice Machine Repair Fire Station #60 | 688.52 |
| | Ice Machine Diagnostic/Repair Fire Station #60 | 326.58 |
| MR. WINDOW | Window Cleaning July 2017 | 60.00 |
| Nate Volk | Broadcasting Services for Council Meeting | 350.00 |
| Pitney Bowes - Purchase Power | Postage June 2017 | 201.00 |
| RAMS | Accounting Services May 2017 | 6,700.00 |
| RCA | MSHCP Fees for Permits #12605 and #12721 | 3,917.00 |
| REGUS | Rent for Library September 2017 | 1,012.95 |
| | Rent for Library August 2017 | 250.00 |
| riv Co Exec | Animal Shelter Services Jul - Sep 2017 | 18,086.13 |
| Riv Co Fire | Fire Protection Services Jan - Mar 2017 | 270,469.06 |
| Riv Co Sheriff Acctg | Riverside CAL-ID FY 17/18 Member Agency Assessment | 10,681.00 |
| Riv Co Sheriff Dept SCE | Extra Duty - Sheriff's July 4th | 9,693.77 |
| | Electricity, Fire Station 6/15/17-7/17/17 | 522.17 |
| | Electricity, Traffic Control 5/22/17-6/21/17 | 12.52 |
| | Electricity, Traffic Control 6/15/17-7/17/17 | 200.60 |
| | Electricity, City Hall 06/15/17-07/17/17 | 1,988.65 |
| | Electricity, Office Lease 6/21/17-7/21/17 | 86.02 |
| | Electricity, Pump Station 6/9/17-7/11/17 | 500.81 |

Date: 7/26/17
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Page: 1

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

| <u>Vendor ID</u> | <u>Invoice Description</u> | <u>Cash Required</u> |
|------------------|---|----------------------|
| SDRMA | Dental Insurance August 2017 | 275.50 |
| STATE FUND | Worker's Comp August 2017 | 1,265.42 |
| TelePacific | City Hall Phone Systems 7/16/17-8/15/17 | 558.21 |
| TIP | First Responders Annual Services | 1,500.00 |
| US Bank | Flowers for Dawn, Mattress for Fire Station, supplies | 3,153.08 |
| Report Total | | <u>339,824.29</u> |

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 06/30/2017
Process: 2017063001
Period: 06/16/2017 to 06/30/2017

Department: (20)City Employees

| Code | Earning | Hours | Amount | Deduction | Code | Tax | Amount | Code | Tax | Amount | Taxable | Tax | Amount | Taxable | Amount |
|-----------------------|----------|-------------|----------------|-------------------------|---------------|-----------------------------|--------|---------------|-----------------------------|---------|---------|---------------|--------|---------|--------------|
| 125CO | 125 Cash | | 492.43 | PTAXI Pre-Tax P. | CA | California SI | 233.33 | CA | California SI | 3592.43 | 3592.43 | CA E&T | 0.00 | 0.00 | 0.00 |
| Emp Id | 102 | | 3333.33 | | CASDI | CA SDI - Err | | CASDI | California SI | 3825.76 | 3825.76 | California SI | 0.00 | 0.00 | 3825.76 |
| Salary | 3333.33 | | | | FITW | Federal Incoi | | FITW | Medicare - E | 3592.43 | 344.70 | Medicare - E | 55.47 | 55.47 | 3881.23 |
| | | | | | MED | Medicare | | MED | Medicare | 3825.76 | 3825.76 | | | | 3060.58 |
| Total Earnings | | 0.00 | 3825.76 | Total Deductions | 233.33 | Total Employee Taxes | | 531.85 | Total Employer Taxes | | | | | | 55.47 |

| Code | Earning | Hours | Amount | Deduction | Code | Tax | Amount | Code | Tax | Amount | Taxable | Tax | Amount | Taxable | Amount |
|-----------------------|---------|--------------|----------------|-------------------------|---------------|-----------------------------|--------|---------------|-----------------------------|---------|---------|---------------|--------|---------|--------------|
| Reg | Regular | 29.50 | 1475.00 | PTAXF Pre-Tax P. | CA | California SI | 112.00 | CA | California SI | 1488.00 | 1488.00 | CA E&T | 0.00 | 0.00 | 0.00 |
| Sick | Sick | 2.50 | 125.00 | | CASDI | CA SDI - Err | | CASDI | California SI | 1600.00 | 1600.00 | California SI | 0.00 | 0.00 | 1600.00 |
| Emp Id | 92 | | | | FITW | Federal Incoi | | FITW | Medicare - E | 1488.00 | 130.28 | Medicare - E | 23.20 | 23.20 | 1623.20 |
| Rate | 50.0000 | | | | MED | Medicare | | MED | Medicare | 1600.00 | 1600.00 | | | | 1298.52 |
| Total Earnings | | 32.00 | 1600.00 | Total Deductions | 112.00 | Total Employee Taxes | | 189.48 | Total Employer Taxes | | | | | | 23.20 |

| Code | Earning | Hours | Amount | Deduction | Code | Tax | Amount | Code | Tax | Amount | Taxable | Tax | Amount | Taxable | Amount |
|-----------------------|----------|--------------|----------------|-------------------------|--------------|-----------------------------|--------|---------------|-----------------------------|---------|---------|---------------|--------|---------|--------------|
| 125CO | 125 Cash | | 499.58 | PTXPE Pre-Tax P. | CA | California SI | 80.75 | CA | California SI | 1710.83 | 1710.83 | CA E&T | 0.00 | 0.00 | 0.00 |
| Emp Id | 98 | | 1292.00 | | CASDI | CA SDI - Err | | CASDI | California SI | 1791.58 | 1791.58 | California SI | 0.00 | 0.00 | 1791.58 |
| Rate | 17.0000 | | | | FITW | Federal Incoi | | FITW | Medicare - E | 1710.83 | 113.08 | Medicare - E | 25.98 | 25.98 | 1817.56 |
| | | | | | MED | Medicare | | MED | Medicare | 1791.58 | 1791.58 | | | | 1512.65 |
| Total Earnings | | 76.00 | 1791.58 | Total Deductions | 80.75 | Total Employee Taxes | | 198.18 | Total Employer Taxes | | | | | | 25.98 |

| Code | Earning | Hours | Amount | Deduction | Code | Tax | Amount | Code | Tax | Amount | Taxable | Tax | Amount | Taxable | Amount |
|-----------------------|----------|-------------|----------------|-------------------------|---------------|-----------------------------|--------|----------------|-----------------------------|---------|---------|---------------|--------|---------|--------------|
| 125CO | 125 Cash | | 451.02 | PTXPE Pre-Tax P. | CA | California SI | 338.54 | CA | California SI | 5529.15 | 5529.15 | CA E&T | 0.00 | 0.00 | 0.00 |
| ADML | Admin Le | 5.00 | 0.00 | | CASDI | CA SDI - Err | | CASDI | California SI | 5867.69 | 5867.69 | California SI | 0.00 | 0.00 | 5867.69 |
| Emp Id | 99 | | 5416.67 | | FITW | Federal Incoi | | FITW | Medicare - E | 5529.15 | 726.14 | Medicare - E | 85.08 | 85.08 | 5952.77 |
| Rate | 5416.67 | | | | MED | Medicare | | MED | Medicare | 5867.69 | 5867.69 | | | | 4395.84 |
| Total Earnings | | 5.00 | 5867.69 | Total Deductions | 338.54 | Total Employee Taxes | | 1133.31 | Total Employer Taxes | | | | | | 85.08 |

| Code | Earning | Hours | Amount | Deduction | Code | Tax | Amount | Code | Tax | Amount | Taxable | Tax | Amount | Taxable | Amount |
|-----------------------|----------|--------------|----------------|-------------------------|--------------|-----------------------------|--------|---------------|-----------------------------|---------|---------|---------------|--------|---------|--------------|
| 125CO | 125 Cash | | 217.76 | PTXPE Pre-Tax P. | CA | California SI | 59.48 | CA | California SI | 1184.28 | 1184.28 | CA E&T | 0.00 | 0.00 | 0.00 |
| Comp | Comp Tin | 5.50 | 74.25 | | CASDI | CA SDI - Err | | CASDI | California SI | 1243.76 | 1243.76 | California SI | 0.00 | 0.00 | 1243.76 |
| Emp Id | 100 | | 951.75 | | FITW | Federal Incoi | | FITW | Medicare - E | 1184.28 | 65.51 | Medicare - E | 18.03 | 18.03 | 1261.79 |
| Rate | 13.5000 | | | | MED | Medicare | | MED | Medicare | 1243.76 | 1243.76 | | | | 1079.62 |
| Total Earnings | | 76.00 | 1243.76 | Total Deductions | 59.48 | Total Employee Taxes | | 104.66 | Total Employer Taxes | | | | | | 18.03 |

Department: (20)City Employees Total

| Code | Earning | Hours | Amount | Deduction | Code | Tax | Amount | Code | Tax | Amount | Taxable | Tax | Amount | Taxable | Amount |
|-----------------------|----------|---------------|-----------------|-------------------------|---------------|-----------------------------|--------|----------------|-----------------------------|----------|----------|---------------|--------|---------|---------------|
| 125CO | 125 Cash | | 1660.79 | PTAXI Pre-Tax P. | CA | California SI | 345.33 | CA | California SI | 13504.69 | 13504.69 | CA E&T | 0.00 | 0.00 | 0.00 |
| ADML | Admin Le | 5.00 | 0.00 | PTXPE Pre-Tax P. | CASDI | CA SDI - Err | 478.77 | CASDI | California SI | 14328.79 | 128.96 | California SI | 0.00 | 0.00 | 14328.79 |
| Comp | Comp Tin | 5.50 | 74.25 | | FITW | Federal Incoi | | FITW | Medicare - E | 13504.69 | 1379.71 | Medicare - E | 207.76 | 207.76 | 14536.55 |
| Reg | Regular | 176.00 | 12468.75 | | MED | Medicare | | MED | Medicare | 14328.79 | 14328.79 | | | | 11347.21 |
| Sick | Sick | 2.50 | 125.00 | | | | | | | | | | | | |
| Total Earnings | | 189.00 | 14328.79 | Total Deductions | 824.10 | Total Employee Taxes | | 2157.48 | Total Employer Taxes | | | | | | 207.76 |

205

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 06/30/2017
Process: 2017063001
Period: 06/16/2017 to 06/30/2017

Department: (30)Special Enforcement Team

| Code | Earning | Hours | Amount | Deduction | Code | Amount | Code | Tax | Code | Amount | Tax | Code | Tax | Code | Amount | Taxable | Amount | Taxable | Amount |
|-----------------------|---------|--------------|----------------|-------------|-------------------------|---------------|---------|-------|---------------|---------------|-----------------------------|---------------|---------|-------|---------------|---------|--------------|---------|--------------|
| Reg | Regular | 56.00 | 1449.28 | | CA | California SI | 1449.28 | CA | California SI | 35.72 | CAETT | CA Edu & T | 0.00 | CAETT | CA Edu & T | 0.00 | 0.00 | 0.00 | 0.00 |
| Emp Id | 83 | | | | CASDI | CA SDI - Err | 1449.28 | CASDI | CA SDI - Err | 13.04 | CASUI | California SI | 0.00 | CASUI | California SI | 0.00 | 0.00 | 0.00 | 0.00 |
| Rate | 25.8800 | | | | FITW | Federal Incoi | 1449.28 | FITW | Federal Incoi | 183.59 | MED-R | Medicare - E | 1449.28 | MED-R | Medicare - E | 21.01 | 21.01 | 1449.28 | 21.01 |
| | | | | | MED | Medicare | 1449.28 | MED | Medicare | 21.01 | | | | | | | | | |
| Total Earnings | | 56.00 | 1449.28 | 0.00 | Total Deductions | | | | | 253.36 | Total Employer Taxes | | | | | | 21.01 | | 21.01 |

| Code | Earning | Hours | Amount | Deduction | Code | Amount | Code | Tax | Code | Amount | Tax | Code | Tax | Code | Amount | Taxable | Amount | Taxable | Amount |
|-----------------------|---------|--------------|----------------|---------------|-------------------------|---------------|---------|-------|---------------|---------------|-----------------------------|---------------|-------|-------|---------------|---------|--------------|---------|--------------|
| Reg | Regular | 61.00 | 1403.00 | | CA | California SI | 1256.23 | CA | California SI | 26.61 | CAETT | CA Edu & T | 0.00 | CAETT | CA Edu & T | 0.00 | 0.00 | 0.00 | 0.00 |
| Emp Id | 101 | | | | Aflac-F | Aflac Pre | 48.56 | CASDI | CA SDI - Err | 12.19 | CASUI | California SI | 0.00 | CASUI | California SI | 0.00 | 0.00 | 0.00 | 0.00 |
| Rate | 23.0000 | | | | PTAXI | Pre-Tax P. | 98.21 | FITW | Federal Incoi | 95.52 | MED-R | Medicare - E | 19.64 | MED-R | Medicare - E | 1354.44 | 19.64 | 1354.44 | 19.64 |
| | | | | | MED | Medicare | 1354.44 | MED | Medicare | 19.64 | | | | | | | | | |
| Total Earnings | | 61.00 | 1403.00 | 146.77 | Total Deductions | | | | | 153.96 | Total Employer Taxes | | | | | | 19.64 | | 19.64 |

| Code | Earning | Hours | Amount | Deduction | Code | Amount | Code | Tax | Code | Amount | Tax | Code | Tax | Code | Amount | Taxable | Amount | Taxable | Amount |
|-----------------------|---------|-------------|---------------|-------------|-------------------------|---------------|--------|-------|---------------|--------------|-----------------------------|---------------|------|-------|---------------|---------|-------------|---------|-------------|
| Reg | Regular | 9.00 | 252.00 | | CA | California SI | 252.00 | CA | California SI | 0.00 | CAETT | CA Edu & T | 0.00 | CAETT | CA Edu & T | 0.00 | 0.00 | 0.00 | 0.00 |
| Emp Id | 70 | | | | CASDI | CA SDI - Err | 252.00 | CASDI | CA SDI - Err | 2.27 | CASUI | California SI | 0.00 | CASUI | California SI | 0.00 | 0.00 | 0.00 | 0.00 |
| Rate | 28.0000 | | | | FITW | Federal Incoi | 252.00 | FITW | Federal Incoi | 15.62 | MED-R | Medicare - E | 3.65 | MED-R | Medicare - E | 252.00 | 3.65 | 252.00 | 3.65 |
| | | | | | MED | Medicare | 252.00 | MED | Medicare | 3.66 | | | | | | | | | |
| Total Earnings | | 9.00 | 252.00 | 0.00 | Total Deductions | | | | | 21.55 | Total Employer Taxes | | | | | | 3.65 | | 3.65 |

| Code | Earning | Hours | Amount | Deduction | Code | Amount | Code | Tax | Code | Amount | Tax | Code | Tax | Code | Amount | Taxable | Amount | Taxable | Amount |
|-----------------------|---------|--------------|---------------|-------------|-------------------------|---------------|--------|-------|---------------|---------------|-----------------------------|---------------|-------|-------|---------------|---------|--------------|---------|--------------|
| Reg | Regular | 30.50 | 821.06 | | CA | California SI | 821.06 | CA | California SI | 210.61 | CAETT | CA Edu & T | 0.00 | CAETT | CA Edu & T | 0.00 | 0.00 | 0.00 | 0.00 |
| Emp Id | 72 | | | | CASDI | CA SDI - Err | 821.06 | CASDI | CA SDI - Err | 7.39 | CASUI | California SI | 0.00 | CASUI | California SI | 0.00 | 0.00 | 0.00 | 0.00 |
| Rate | 26.9200 | | | | FITW | Federal Incoi | 821.06 | FITW | Federal Incoi | 89.36 | MED-R | Medicare - E | 11.91 | MED-R | Medicare - E | 821.06 | 11.91 | 821.06 | 11.91 |
| | | | | | MED | Medicare | 821.06 | MED | Medicare | 11.91 | | | | | | | | | |
| Total Earnings | | 30.50 | 821.06 | 0.00 | Total Deductions | | | | | 319.27 | Total Employer Taxes | | | | | | 11.91 | | 11.91 |

Department: (30)Special Enforcement Team Total

| Code | Earning | Hours | Amount | Deduction | Code | Amount | Code | Tax | Code | Amount | Tax | Code | Tax | Code | Amount | Taxable | Amount | Taxable | Amount |
|-----------------------|---------|---------------|----------------|---------------|-------------------------|---------------|---------|-------|---------------|---------------|-----------------------------|---------------|-------|-------|---------------|---------|--------------|---------|--------------|
| Reg | Regular | 156.50 | 3925.34 | | CA | California SI | 3778.57 | CA | California SI | 272.94 | CAETT | CA Edu & T | 0.00 | CAETT | CA Edu & T | 0.00 | 0.00 | 0.00 | 0.00 |
| Emp Id | 1 | | | | Aflac-F | Aflac Pre | 3876.78 | CASDI | CA SDI - Err | 34.89 | CASUI | California SI | 0.00 | CASUI | California SI | 0.00 | 0.00 | 0.00 | 0.00 |
| Rate | 25.0000 | | | | PTAXI | Pre-Tax P. | 3778.57 | FITW | Federal Incoi | 384.09 | MED-R | Medicare - E | 56.21 | MED-R | Medicare - E | 3876.78 | 56.21 | 3876.78 | 56.21 |
| | | | | | MED | Medicare | 3876.78 | MED | Medicare | 56.22 | | | | | | | | | |
| Total Earnings | | 156.50 | 3925.34 | 146.77 | Total Deductions | | | | | 748.14 | Total Employer Taxes | | | | | | 56.21 | | 56.21 |

206

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 06/30/2017
Process: 2017063001
Period: 06/16/2017 to 06/30/2017

Department: (50)Council Members

| Code | Earning | Hours | Amount | Code | Deduction | Amount | Code | Tax | Amount | Code | Tax | Amount | Taxable | Tax | Amount | Taxable | Amount |
|-----------------------|---------|-------------|---------------|-------------------------|---------------|-------------|-----------------------------|---------------|-------------|-----------------------------|-------|---------------|---------|------|--------|---------|---------------|
| Reg | Regular | | 300.00 | CA | | | CA | California SI | 300.00 | CA | CAETT | CA Edu & T | 300.00 | 0.00 | 300.00 | 300.00 | 0.30 |
| Emp Id | 78 | | | FITW | Federal Incoi | | FITW | California SI | 300.00 | FITW | CASUI | California SI | 300.00 | 0.00 | 300.00 | 300.00 | 16.20 |
| Salary | 300.00 | | | MED | Medicare | | MED | Medicare - E | 300.00 | MED | MED-R | Medicare - E | 300.00 | 4.35 | 300.00 | 300.00 | 4.36 |
| Total Earnings | | 0.00 | 300.00 | Total Deductions | | 0.00 | Total Employer Taxes | | 4.35 | Total Employer Taxes | | 20.86 | | | | | 295.65 |

| Code | Earning | Hours | Amount | Code | Deduction | Amount | Code | Tax | Amount | Code | Tax | Amount | Taxable | Tax | Amount | Taxable | Amount |
|-----------------------|---------|-------------|---------------|-------------------------|---------------|-------------|-----------------------------|---------------|-------------|-----------------------------|-------|---------------|---------|------|--------|---------|---------------|
| Reg | Regular | | 300.00 | CA | | | CA | California SI | 300.00 | CA | CAETT | CA Edu & T | 300.00 | 0.00 | 300.00 | 300.00 | 0.30 |
| Emp Id | 62 | | | FITW | Federal Incoi | | FITW | California SI | 300.00 | FITW | CASUI | California SI | 300.00 | 0.00 | 300.00 | 300.00 | 16.20 |
| Salary | 300.00 | | | MED | Medicare | | MED | Medicare - E | 300.00 | MED | MED-R | Medicare - E | 300.00 | 4.35 | 300.00 | 300.00 | 4.35 |
| Total Earnings | | 0.00 | 300.00 | Total Deductions | | 0.00 | Total Employer Taxes | | 4.35 | Total Employer Taxes | | 20.85 | | | | | 295.65 |

| Code | Earning | Hours | Amount | Code | Deduction | Amount | Code | Tax | Amount | Code | Tax | Amount | Taxable | Tax | Amount | Taxable | Amount |
|-----------------------|---------|-------------|---------------|-------------------------|---------------|-------------|-----------------------------|---------------|-------------|-----------------------------|-------|---------------|---------|------|--------|---------|---------------|
| Reg | Regular | | 300.00 | CA | | | CA | California SI | 300.00 | CA | CAETT | CA Edu & T | 300.00 | 0.00 | 300.00 | 300.00 | 0.30 |
| Emp Id | 103 | | | FITW | Federal Incoi | | FITW | California SI | 300.00 | FITW | CASUI | California SI | 300.00 | 0.00 | 300.00 | 300.00 | 16.20 |
| Salary | 300.00 | | | MED | Medicare | | MED | Medicare - E | 300.00 | MED | MED-R | Medicare - E | 300.00 | 4.35 | 300.00 | 300.00 | 4.35 |
| Total Earnings | | 0.00 | 300.00 | Total Deductions | | 0.00 | Total Employer Taxes | | 4.35 | Total Employer Taxes | | 20.85 | | | | | 295.65 |

| Code | Earning | Hours | Amount | Code | Deduction | Amount | Code | Tax | Amount | Code | Tax | Amount | Taxable | Tax | Amount | Taxable | Amount |
|-----------------------|---------|-------------|---------------|-------------------------|---------------|-------------|-----------------------------|---------------|-------------|-----------------------------|-------|---------------|---------|------|--------|---------|---------------|
| Reg | Regular | | 300.00 | CA | | | CA | California SI | 300.00 | CA | CAETT | CA Edu & T | 300.00 | 0.00 | 300.00 | 300.00 | 0.30 |
| Emp Id | 95 | | | FITW | Federal Incoi | | FITW | California SI | 300.00 | FITW | CASUI | California SI | 300.00 | 0.00 | 300.00 | 300.00 | 16.20 |
| Salary | 300.00 | | | MED | Medicare | | MED | Medicare - E | 300.00 | MED | MED-R | Medicare - E | 300.00 | 4.35 | 300.00 | 300.00 | 4.35 |
| Total Earnings | | 0.00 | 300.00 | Total Deductions | | 0.00 | Total Employer Taxes | | 4.35 | Total Employer Taxes | | 20.85 | | | | | 265.65 |

| Code | Earning | Hours | Amount | Code | Deduction | Amount | Code | Tax | Amount | Code | Tax | Amount | Taxable | Tax | Amount | Taxable | Amount |
|-----------------------|---------|-------------|---------------|-------------------------|---------------|-------------|-----------------------------|---------------|--------------|-----------------------------|-------|---------------|---------|------|--------|---------|---------------|
| Reg | Regular | | 300.00 | CA | | | CA | California SI | 300.00 | CA | CAETT | CA Edu & T | 300.00 | 0.00 | 300.00 | 300.00 | 0.30 |
| Emp Id | 94 | | | FITW | Federal Incoi | | FITW | California SI | 300.00 | FITW | CASUI | California SI | 300.00 | 0.00 | 300.00 | 300.00 | 16.20 |
| Salary | 300.00 | | | MED | Medicare | | MED | Medicare - E | 300.00 | MED | MED-R | Medicare - E | 300.00 | 4.35 | 300.00 | 300.00 | 4.35 |
| Total Earnings | | 0.00 | 300.00 | Total Deductions | | 0.00 | Total Employer Taxes | | 34.35 | Total Employer Taxes | | 20.85 | | | | | 265.65 |

Department: (50)Council Members Total

| Code | Earning | Hours | Amount | Code | Deduction | Amount | Code | Tax | Amount | Code | Tax | Amount | Taxable | Tax | Amount | Taxable | Amount |
|-----------------------|---------|-------------|----------------|-------------------------|---------------|-------------|-----------------------------|---------------|--------------|-----------------------------|-------|---------------|---------|-------|---------|---------|----------------|
| Female | 2 | | 1500.00 | CA | | | CA | California SI | 1500.00 | CA | CAETT | CA Edu & T | 1500.00 | 0.00 | 1500.00 | 1500.00 | 1.50 |
| Male | 3 | | | FITW | Federal Incoi | | FITW | California SI | 1500.00 | FITW | CASUI | California SI | 1500.00 | 30.00 | 1500.00 | 1500.00 | 81.00 |
| | | | | MED | Medicare | | MED | Medicare - E | 1500.00 | MED | MED-R | Medicare - E | 1500.00 | 21.75 | 1500.00 | 1500.00 | 21.76 |
| Total Earnings | | 0.00 | 1500.00 | Total Deductions | | 0.00 | Total Employer Taxes | | 51.75 | Total Employer Taxes | | 104.26 | | | | | 1448.25 |

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Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 06/30/2017
Process: 2017063001
Period: 06/16/2017 to 06/30/2017

Report Total

| Employees | Code | Earning | Hours | Amount | Deduction | Code | Amount | Taxable | Code | Amount | Taxable | Amount | |
|-----------|------|-----------------------|---------------|-----------------|-------------------------|-------|---------------|----------|-----------------------------|----------------|----------|---------------|-----------------|
| Female | 7 | 125CO 125 Cash | | 1660.79 | Aflac-F | CA | 48.56 | 18783.26 | CAETT | 713.99 | 1500.00 | 1.50 | |
| Male | 6 | ADML Admin Le | 5.00 | 0.00 | PTAXI Pre-Tax P. | CASD) | 443.54 | 18205.57 | CASUI | 163.85 | 1500.00 | 81.00 | |
| | | Comp Comp Tin | 5.50 | 74.25 | PTXPE Pre-Tax P. | FITW | 478.77 | 18783.26 | MED-R | 1793.80 | 19705.57 | 285.73 | |
| | | Reg Regular | 332.50 | 17894.09 | | MED | | 19705.57 | Medicare - E | 285.73 | | 285.73 | |
| | | Sick Sick | 2.50 | 125.00 | | | | | | | | | |
| | | Total Earnings | 345.50 | 19754.13 | Total Deductions | | 970.87 | | Total Employer Taxes | 2957.37 | | 368.23 | |
| | | | | | | | | | | | | Gross | |
| | | | | | | | | | | | | | 19754.13 |
| | | | | | | | | | | | | | 20122.36 |
| | | | | | | | | | | | | | 15825.89 |
| | | | | | | | | | | | | | Net Amt |

Aaron D Palmer
Aaron Palmer, City Manager
 Date: 6/29/17

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 07/14/2017
Process: 2017071401
Period: 07/01/2017 to 07/15/2017

Department: (20)City Employees

| Code | Earning | Hours | Amount | Deduction | Code | Amount | Tax | Code | Amount | Tax | Code | Amount | Taxable | Amount | Taxable | Amount |
|----------------------|-----------------------|--------------|----------------|-------------------------|---------------|--------|---------------|---------|---------------------|---------|-------|--------|---------|--------------|---------|--------------|
| Borja, Miguel A | 125CO 125 Cash | | 492.43 | PTAXI Pre-Tax P. | 233.33 | CA | California SI | 3592.43 | CAETT CA Edu & T | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Emp Id | Hol Holiday | 9.50 | 0.00 | CASDI CA SDI - Err | | CASUI | California SI | 3825.76 | CASUI California SI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Salary | Reg Regular | 3333.33 | 3333.33 | FITW Federal Incon | | MED | Medicare | 3592.43 | MED-R Medicare - E | 3825.76 | 55.47 | 55.47 | 3825.76 | 55.47 | 3825.76 | 55.47 |
| | Vac Vacation | 9.50 | 0.00 | | | | | 3825.76 | | | | | | | | |
| | Total Earnings | 19.00 | 3825.76 | Total Deductions | 233.33 | | | | 531.86 | | | | | 55.47 | | 55.47 |
| Hali, Ariel M | Reg Regular | 36.25 | 1812.50 | PTAXF Pre-Tax P. | 126.88 | CA | California SI | 1685.62 | CAETT CA Edu & T | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Emp Id | | | | CASDI CA SDI - Err | | CASUI | California SI | 1812.50 | CASUI California SI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Rate | | | | FITW Federal Incon | | MED | Medicare | 1685.62 | MED-R Medicare - E | 1812.50 | 26.28 | 26.28 | 1812.50 | 26.28 | 1812.50 | 26.28 |
| | | | | | | | | 1812.50 | | | | | | | | |
| | Total Earnings | 36.25 | 1812.50 | Total Deductions | 126.88 | | | | 228.47 | | | | | 26.28 | | 26.28 |
| Manzano, Rubi E | 125CO 125 Cash | | 499.58 | PTXPE Pre-Tax P. | 109.73 | CA | California SI | 2145.45 | CAETT CA Edu & T | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Emp Id | Hol Holiday | 9.50 | 219.45 | CASDI CA SDI - Err | | CASUI | California SI | 2255.18 | CASUI California SI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Rate | Reg Regular | 63.50 | 1466.85 | FITW Federal Incon | | MED | Medicare | 2145.45 | MED-R Medicare - E | 2255.18 | 32.70 | 32.70 | 2255.18 | 32.70 | 2255.18 | 32.70 |
| | Vac Vacation | 3.00 | 69.30 | | | | | 2255.18 | | | | | | | | |
| | Total Earnings | 76.00 | 2255.18 | Total Deductions | 109.73 | | | | 308.20 | | | | | 32.70 | | 32.70 |
| Palmer, Aaron D | 125CO 125 Cash | | 451.02 | PTXPE Pre-Tax P. | 338.54 | CA | California SI | 5529.15 | CAETT CA Edu & T | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Emp Id | Hol Holiday | 3.50 | 0.00 | CASDI CA SDI - Err | | CASUI | California SI | 5867.69 | CASUI California SI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Salary | Reg Regular | 5416.67 | 5416.67 | FITW Federal Incon | | MED | Medicare | 5529.15 | MED-R Medicare - E | 5867.69 | 85.08 | 85.08 | 5867.69 | 85.08 | 5867.69 | 85.08 |
| | | | | | | | | 5867.69 | | | | | | | | |
| | Total Earnings | 3.50 | 5867.69 | Total Deductions | 338.54 | | | | 1133.31 | | | | | 85.08 | | 85.08 |
| Roseean, Stephanie N | 125CO 125 Cash | | 217.76 | PTXPE Pre-Tax P. | 99.75 | CA | California SI | 1714.01 | CAETT CA Edu & T | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Emp Id | Hol Holiday | 9.50 | 199.50 | CASDI CA SDI - Err | | CASUI | California SI | 1813.76 | CASUI California SI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Rate | Reg Regular | 21.0000 | 1396.50 | FITW Federal Incon | | MED | Medicare | 1714.01 | MED-R Medicare - E | 1813.76 | 26.30 | 26.30 | 1813.76 | 26.30 | 1813.76 | 26.30 |
| | | | | | | | | 1813.76 | | | | | | | | |
| | Total Earnings | 76.00 | 1813.76 | Total Deductions | 99.75 | | | | 203.08 | | | | | 26.30 | | 26.30 |

Department: (20)City Employees Total

| Code | Earning | Hours | Amount | Deduction | Code | Amount | Tax | Code | Amount | Tax | Code | Amount | Taxable | Amount | Taxable | Amount |
|----------|-----------------------|---------------|-----------------|-------------------------|---------------|--------------------|---------------|----------|---------------------|----------|--------|--------|----------|---------------|----------|---------------|
| 5 Female | 125CO 125 Cash | | 1660.79 | PTAXI Pre-Tax P. | 360.21 | CA | California SI | 14666.66 | CAETT CA Edu & T | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2 Male | ADML Admin Le | 3.50 | 0.00 | PTXPE Pre-Tax P. | 548.02 | CASDI CA SDI - Err | | 15574.89 | CASUI California SI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Hol Holiday | 28.50 | 418.95 | FITW Federal Incon | | MED | Medicare | 14666.66 | MED-R Medicare - E | 15574.89 | 225.83 | 225.83 | 15574.89 | 225.83 | 15574.89 | 225.83 |
| | Reg Regular | 166.25 | 13425.85 | | | | | 15574.89 | | | | | | | | |
| | Vac Vacation | 12.50 | 69.30 | | | | | | | | | | | | | |
| | Total Earnings | 210.75 | 15574.89 | Total Deductions | 908.23 | | | | 2404.92 | | | | | 225.83 | | 225.83 |

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Home Profile Reporting Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Member Requests Health Reconciliation Retirement Appointment Reconciliation

Common Tasks Menu

Name: City of Canyon Lake CalPERS ID: 3813045770

Payment Request Acceptance

Your request for payment has been accepted.

- Please print this page for your records.
- If you need to contact us with questions regarding this payment, please have your Payment Confirmation Number for faster access.
- Your payment will be reflected in your CalPERS account once the payment has been received by CalPERS.
- Your payment account may take longer to post, depending upon your Financial Institution. Once your payment is processed, CalPERS will send a confirmation email to the email address in your profile.

Payment Setup Total

Total Payment Amount: \$730.41

Payment Summary

| Payment Confirmation Number | Payment Authorization Date | Receivable ID | Receivable Description | Payment Method | Payment Account Nickname | Selected Payment Amount |
|-----------------------------|----------------------------|-----------------|--------------------------|----------------|--------------------------|-------------------------|
| 1000882804 | 07/05/2017 | 100000014974081 | Health PA Billing - PERS | EFT - Debit | 122234149 | \$730.41 |

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Build: v6.7.0.a Baseline: 170627_130302_v6.7_Int.4549 UID: 318

Check pay 7/6/17



Home Profile **Reporting** Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Member Requests Health Reconciliation Retirement Appointment Reconciliation

Common Tasks **Name:** City of Canyon Lake **CalPERS ID:** 3813045770

Menu **Payment Request Acceptance**

- Billing and Payments
- Super Funded Accounts
- Rate Plan Details
- Payment Accounts
- Make Payment

Your request for payment has been accepted.

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Payment Setup Total
Total Payment Amount: \$1,955.24

Payment Summary

| Payment Confirmation Number | Payment Authorization Date | Receivable ID | Receivable Description | Payment Method | Payment Account Nickname | Selected Payment Amount |
|-----------------------------|----------------------------|-----------------|--|----------------|--------------------------|-------------------------|
| 1000880531 | 06/29/2017 | 100000014777932 | Employer Contribution, Classic, 1684, CalPERS, 2016/2017 | EFT - Debit | 122234149 | \$974.33 |
| 1000880532 | 06/29/2017 | 100000014780751 | Employer Contribution, PEPRA, 26189, CalPERS, 2016/2017 | EFT - Debit | 122234149 | \$980.91 |

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Build: v6.7 Baseline: 170607_075450_v6.7_Int.9332 UID: 318

OK to pay 7/3/17



Home Profile **Reporting** Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Member Requests Health Reconciliation Retirement Appointment Reconciliation

Common Tasks **Name:** City of Canyon Lake **CalPERS ID:** 3813045770

Menu

- [Billing and Payments](#)
- [Super Funded Accounts](#)
- [Rate Plan Details](#)
- [Payment Accounts](#)
- [Make Payment](#)

Payment Request Acceptance

Your request for payment has been accepted.

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- Your payment account may take longer to post, depending upon your Financial Institution. Once your payment is processed, CalPERS will send a confirmation email to the email address in your profile.

Payment Setup Total

Total Payment Amount: \$2,181.90

Payment Summary

| Payment Confirmation Number | Payment Authorization Date | Receivable ID | Receivable Description | Payment Method | Payment Account Nickname | Selected Payment Amount |
|-----------------------------|----------------------------|-----------------|--|----------------|--------------------------|-------------------------|
| 1000891867 | 07/19/2017 | 100000014986607 | Employer Contribution, PEPPRA, 26189, CalPERS, 07/01/2017 - 07/15/2017 | EFT - Debit | 122234149 | \$1,120.85 |
| 1000891868 | 07/19/2017 | 100000014986562 | Employer Contribution, Classic, 1684, CalPERS, 07/01/2017 - 07/15/2017 | EFT - Debit | 122234149 | \$1,061.05 |

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Build: v6.7.0.a Baseline: 170627_130302_v6.7_Int.4549 UID: 318

*Ok to pay
7/20/17*



Home Profile **Reporting** Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Member Requests Health Reconciliation Retirement Appointment Reconciliation

Common Tasks **Name:** City of Canyon Lake **CalPERS ID:** 3813045770

Menu

Payment Request Acceptance

Billing and Payments

Your request for payment has been accepted.

Super Funded Accounts

- **Please print this page for your records.**
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- Your payment will be reflected in your CalPERS account once the payment has been received by CalPERS.
- Your payment account may take longer to post, depending upon your Financial Institution. Once your payment is processed, CalPERS will send a confirmation email to the email address in your profile.

Rate Plan Details

Payment Accounts

Make Payment

Payment Setup Total

Total Payment Amount: \$14,109.00

Payment Summary

| Payment Confirmation Number | Payment Authorization Date | Receivable ID | Receivable Description | Payment Method | Payment Account Nickname | Selected Payment Amount |
|-----------------------------|----------------------------|-----------------|--|----------------|--------------------------|-------------------------|
| 1000891891 | 07/19/2017 | 100000014995771 | Employer Contributions - Unfunded Accrued Liability, PEPRA, 26189, CalPERS, 2017/2018 | EFT - Debit | 122234149 | \$32.00 |
| 1000891892 | 07/19/2017 | 100000014995762 | Employer Contributions - Unfunded Accrued Liability, Classic, 1684, CalPERS, 2017/2018 | EFT - Debit | 122234149 | \$14,077.00 |

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*Ok to pay
2/28/17*

RECEIVED

JUL 24 2017

BY: SR

CITY OF CANYON LAKE
31516 RAILROAD CANYON RD
CANYON LAKE CA 92587

STATEMENT FOR THE PERIOD FROM 06/01/2017 TO 06/30/2017
ACCOUNT 1035003119

THIS IS YOUR REPORT OF INVESTMENTS AND TRANSACTIONS FOR THE PERIOD. INCLUDED
IN THE REPORT ARE

- * PORTFOLIO: SUMMARY GRAPHICAL DISPLAY WITH MARKET VALUE & PERCENT
- * ACTIVITY SUMMARY: MARKET VALUE WITH TRANSACTION SUMMARY
- * PORTFOLIO STATEMENT: A LISTING OF COST AND MARKET VALUE OF ASSETS
HELD IN THE PORTFOLIO

COST BASIS APPLICABLE FOR CALCULATING CAPITAL GAINS AND LOSSES.
MARKET VALUE IS THE CURRENT VALUE OF EACH ASSET FOR MOST STOCKS AND BONDS.
MARKETS ARE THE CLOSING PRICES ON THE LAST TRADING DAY OF THE PERIOD.

- * TRANSACTION STATEMENT: A COMPLETE LISTING FOR THE PERIOD GROUPED BY
TRANSACTION TYPE.
- * DISCLOSURES: CITIZENS BUSINESS BANK MAY RECEIVE RESEARCH AND OTHER BENEFITS
FROM BROKER DEALERS WHICH MAY BE CONSIDERED COMPENSATION TO US. UPON REQUEST
WE WILL DISCLOSE DETAILS OF ANY COMPENSATION RECEIVED.
- * TO TRUST BENEFICIARIES: UNDER SECTION 17200 OF CALIFORNIA PROBATE CODE,
YOU MAY PETITION THE COURT TO OBTAIN A COURT REVIEW OF THE ACCOUNT AND
THE ACTS OF THE TRUSTEE. CLAIMS AGAINST THE TRUSTEE FOR BREACH OF TRUST
MUST BE MADE WITHIN THREE YEARS FROM THE DATE OF RECEIPT OF AN ACCOUNTING
OR OTHER REPORT DISCLOSING FACTS GIVING RISE TO THE CLAIM.

CITIZENSTRUST™ Account Summary Statement



Statement Period: Jun 01, 2017 Through Jun 30, 2017

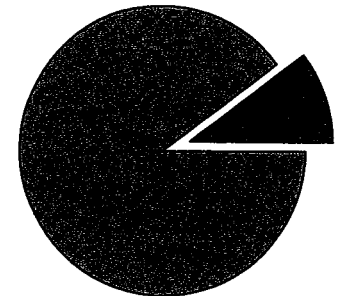


CITY OF CANYON LAKE
31516 RAILROAD CANYON RD
CANYON LAKE, CA 92587

| | |
|----------------------------------|---|
| Account Name: | CITY OF CANYON LAKE CITIZENS BUSINESS BANK |
| Account Number: | 1035003119 |
| Your Relationship Manager Is: | C. RICHARD MC DONALD - A |
| Phone: | |

Investment Portfolio Summary

| Market Value As Of | 06/01/2017 | 06/30/2017 | % Of Account |
|---|---------------------|---------------------|---------------|
|  CASH & CASH EQUIVALENTS | 163,029.71 | 267,310.20 | 10.2% |
|  FIXED INCOME | 2,360,288.51 | 2,353,850.81 | 89.8% |
| MISCELLANEOUS | 100,259.62 | 0.00 | 0.0% |
| Total | 2,623,577.84 | 2,621,161.01 | 100.0% |



Activity Summary

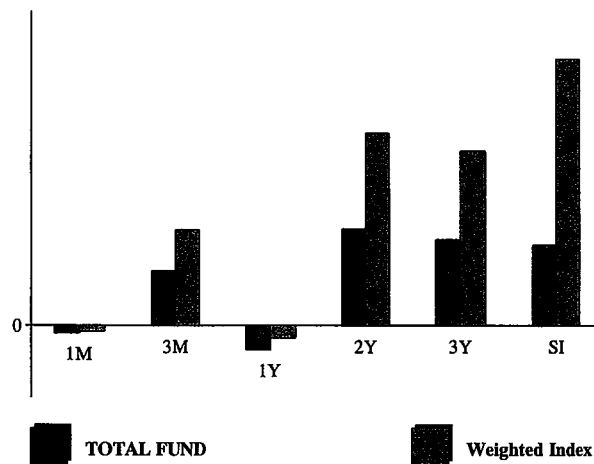
| | This Period | Year To Date | Realized Capital Gains / Losses | |
|------------------------|--------------|--------------|---------------------------------|------------------|
| | | | This Period | Year To Date |
| Beginning Market Value | 2,623,577.84 | 2,594,420.15 | | |
| Income | 4,708.03 | 25,012.08 | Long Term | 0.00 |
| Asset Activity | 100,421.77 | 182,301.60 | Short Term | 29.52- |
| Fees | 849.31- | 4,986.30- | Total Gains / Losses | 29.52- |
| Cash Management | 104,280.49- | 202,327.38- | | 3,586.84- |
| Change In Market Value | 2,416.83- | 26,740.86 | | |
| Ending Market Value | 2,621,161.01 | 2,621,161.01 | | |

Statement Period: Jun 01, 2017 Through Jun 30, 2017

Performance Summary - Total Returns

| | Market Value | 1 Month | 3 Months | 1 Year | 2 Years | 3 Years | Since Inception 03/01/2010 |
|---|--------------|---------|----------|--------|---------|---------|----------------------------|
| TOTAL FUND | 2,621,161 | 0.09- | 0.68 | 0.30- | 1.20 | 1.07 | 1.00 |
| Return On Indexes Weighted Index | | 0.07- | 1.19 | 0.15- | 2.39 | 2.17 | 3.32 |
| Return On Indexes Fixed GT (95% FX / 5% C) | | 0.11- | 0.47 | 0.14- | 1.15 | 1.20 | 1.60 |

Return Comparison



PAST RESULTS ARE NOT INDICATIVE OF FUTURE INVESTMENT RESULTS. FUND DATA IS ON A TRADE DATE BASIS. PERFORMANCE RESULTS ARE GROSS OF MANAGEMENT FEES. RETURNS FOR PERIODS LONGER THAN ONE YEAR ARE ANNUALIZED. MARKET VALUE DOES NOT INCLUDE ACCRUED INCOME.

Statement Period: Jun 01, 2017 Through Jun 30, 2017

Portfolio Statement

| Quantity | Description | Market Value | Cost Basis |
|------------------------------------|--|-------------------|-------------------|
| Cash & Cash Equivalents | | | |
| Cash Equivalents | | | |
| Citizens Business Bank Mmkt Fund | | | |
| 267,310.200 | CBBMMKFM1 CITIZENS BUSINESS BANK CBB-CITIZENSTRUST SWEEP ACCOUNT | 267,310.20 | 267,310.20 |
| | Total Citizens Business Bank Mmkt Fund | 267,310.20 | 267,310.20 |
| Total | Cash Equivalents | 267,310.20 | 267,310.20 |
| Total | Cash & Cash Equivalents | 267,310.20 | 267,310.20 |
| Fixed Income | | | |
| Taxable | | | |
| 100,000.000 | 02587DA99 AMERICAN EXPR CENTURION MEDIUM-TERM CD DTD 09/16/15 1.6% 09/17/2018 | 99,907.51 | 99,975.00 |
| 75,000.000 | 05531FAU7 BB&T CORPORATION DTD 06/29/15 CALL 2.625% 06/29/2020-2020 | 76,273.50 | 75,502.70 |
| 100,000.000 | 05580ACZ5 BMW BANK BANK NORTH AMERICA DTD 09/30/15 MEDIUM-TERM CD 2.2% 09/30/2020 | 101,757.63 | 99,980.00 |
| 100,000.000 | 14042RAR2 CAPITAL ONE NA MEDIUM-TERM CD DTD 10/07/2015 2.2% 10/07/2020 | 101,737.61 | 99,615.00 |
| 100,000.000 | 24422ERE1 JOHN DEERE CAPITAL CORP SERIES MTN DTD 07/12/2011 3.9% 07/12/2021 | 106,174.00 | 109,598.00 |
| 100,000.000 | 29266NS32 ENERBANK USA DTD 10/16/2015 MEDIUM-TERM CD 1.75% 10/16/2020 | 100,259.62 | 100,000.00 |
| 70,000.000 | 3130A1CE6 FEDERAL HOME LOAN DTD 03/27/14 2% 12/27/2019 | 70,714.00 | 70,920.50 |
| 100,000.000 | 3130A6NA1 FEDERAL HOME LOAN DTD 10/29/15 CALL 1.4% 10/29/2019-2016 | 99,245.00 | 100,000.00 |
| 50,000.000 | 3130A8EN9 FEDERAL HOME LOAN BANK DTD 06/14/16 CALL 1.64% 06/14/2021-2016 | 49,309.00 | 50,000.00 |
| 100,000.000 | 3130A8NT6 FEDERAL HOME LOAN DTD 07/13/16 CALL 1.48% 07/13/2021-2017 | 98,162.00 | 100,000.00 |
| 100,000.000 | 313380FB8 FEDERAL HOME LOAN BANK DTD 08/09/12 1.375% 09/13/2019 | 99,781.00 | 99,667.18 |

Statement Period: Jun 01, 2017 Through Jun 30, 2017

Portfolio Statement (Continued)

| Quantity | Description | Market Value | Cost Basis |
|--------------|---|---------------------|---------------------|
| Taxable | | | |
| 100,000.000 | 3133EFZ91 FEDERAL FARM CREDIT BANK DTD 04/12/16 CALL 1.62% 04/12/2021-2017 | 97,308.00 | 99,909.00 |
| 200,000.000 | 3134G9I40 FREDDIE MAC DTD 07/26/16 CALL 1% 04/26/2019-2017 | 198,116.00 | 200,000.00 |
| 50,000.000 | 3134GAHK3 FREDDIE MAC DTD 09/30/16 CALL 1.6% 09/30/2021-2016 | 49,250.00 | 49,967.50 |
| 100,000.000 | 3134GAZR8 FREDDIE MAC DTD 12/30/2016 CALL 2.05% 12/30/2021-2017 | 99,666.00 | 100,000.00 |
| 50,000.000 | 3136G1C98 FANNIE MAE DTD 02/05/13 1.42% 02/05/2020 | 49,594.00 | 50,561.00 |
| 100,000.000 | 3136G3J30 FANNIE MAE DTD 07/28/16 CALL 1.6% 07/28/2021-2016 | 97,073.00 | 100,000.00 |
| 100,000.000 | 3136G3VG7 FANNIE MAE DTD 06/29/16 CALL 1.5% 09/29/2020-2016 | 98,653.00 | 100,000.00 |
| 100,000.000 | 3136G3XZ3 FANNIE MAE DTD 07/28/16 CALL 1.5% 07/28/2021-2016 | 98,256.00 | 100,000.00 |
| 100,000.000 | 3136G4EV1 FANNIE MAE DTD 10/28/16 CALL 1.625% 10/28/2021-2017 | 97,516.00 | 99,959.00 |
| 86,171.390 | 31398R7H2 FANNIE MAE SERIES 2010-M4 DTD 07/01/10 3.819% 06/25/2020 | 89,637.19 | 92,203.41 |
| 150,000.000 | 48126EAA5 JPMORGAN CHASE DTD 08/20/2012 2% 08/15/2017 | 150,106.50 | 149,340.00 |
| 200,000.000 | 69353REW4 PNC BANK NA DTD 04/29/16 CALL 2.15% 04/29/2021-2021 | 198,772.00 | 203,794.00 |
| 25,000.000 | 713448BN7 PEPSICO INC DTD 01/14/10 4.5% 01/15/2020 | 26,582.25 | 28,169.00 |
| Total | Taxable | 2,353,850.81 | 2,379,161.29 |
| Total | Fixed Income | 2,353,850.81 | 2,379,161.29 |

Statement Period: Jun 01, 2017 Through Jun 30, 2017

Portfolio Statement (Continued)

| Quantity | Description | Market Value | Cost Basis |
|-----------------------------|--|---------------------|---------------------|
| Miscellaneous | | | |
| Miscellaneous Sundry Assets | | | |
| Documents | | | |
| 1.000 | DOC199647 INVESTMENT MANAGEMENT AGREEMENT CITY OF CANYON LAKE A/C# 1035003119 | 0.00 | 0.00 |
| | Total Documents | 0.00 | 0.00 |
| Total | Miscellaneous Sundry Assets | 0.00 | 0.00 |
| Total | Miscellaneous | 0.00 | 0.00 |
| Grand Total Assets | | 2,621,161.01 | 2,646,471.49 |

Account Activity Summary

| | Total Cash | Cost Basis Excluding Cash | Market Value Including Cash |
|-------------------------------------|-------------|------------------------------|--------------------------------|
| Balances Beginning Of Period | 0.00 | 2,642,642.29 | 2,635,070.88 |
| Prior Accruals | | | 11,493.04- |
| Unrealized Depreciation This Period | | | 2,387.31- |
| Current Accruals | | | 10,865.65 |
| Asset Activity | 100,421.77 | 100,451.29- | 100,421.77 |
| Cash Management | 104,280.49- | 104,280.49 | 104,280.49- |
| Fees | 849.31- | 0.00 | 849.31- |
| Income | 4,708.03 | 0.00 | 4,708.03 |
| Realized Gain/loss | | | 29.52- |
| Non Cash Asset Changes | | | |
| Balances End Of Period | 0.00 | 2,646,471.49 | 2,632,026.66 |

Transaction Statement

| Date | Quantity | Description | Transaction Type | Cash | Cost Basis |
|-----------------|----------|---|------------------|--------|--------------|
| 06/01/17 | | Beginning Balance | | 0.00 | 2,642,642.29 |
| Income | | | | | |
| Dividends | | | | | |
| 06/01/17 | | CBBMMKFM1 CITIZENS BUSINESS BANK CBB-CITIZENSTRUST SWEEP ACCOUNT | DIVIDEND | 82.21 | |
| | | Total Dividends | | 82.21 | 0.00 |
| Interest | | | | | |
| 06/14/17 | | 3130A8EN9 FEDERAL HOME LOAN BANK DTD 06/14/16 CALL 1.64% 06/14/2021-2016 | INTEREST RCVD | 410.00 | |
| 06/16/17 | | 29266NS32 ENERBANK USA DTD 10/16/2015 MEDIUM-TERM CD 1.75% 10/16/2020 | INTEREST RCVD | 148.63 | |

Statement Period: Jun 01, 2017 Through Jun 30, 2017

Transaction Statement (Continued)

| Date | Quantity | Description | Transaction Type | Cash | Cost Basis |
|------------------------------|--------------|---|------------------|--------------------|---------------------|
| 06/26/17 | | 31398R7H2 FANNIE MAE SERIES 2010-M4 DTD 07/01/10 3.819% 06/25/2020 | INTEREST RCVD | 275.58 | |
| 06/27/17 | | 3130A1CE6 FEDERAL HOME LOAN DTD 03/27/14 2% 12/27/2019 | INTEREST RCVD | 700.00 | |
| 06/27/17 | | 31398R7H2 FANNIE MAE SERIES 2010-M4 DTD 07/01/10 3.819% 06/25/2020 | INTEREST RCVD | 7.23 | |
| 06/29/17 | | 05531FAU7 BB&T CORPORATION DTD 06/29/15 CALL 2.625% 06/29/2020-2020 | INTEREST RCVD | 984.38 | |
| 06/30/17 | | 3130AACF3 FEDERAL HOME LOAN BANK DTD 12/30/2016 CALL 2.15% 12/30/2021-2017 | INTEREST RCVD | 1,075.00 | |
| 06/30/17 | | 3134GAZR8 FREDDIE MAC DTD 12/30/2016 CALL 2.05% 12/30/2021-2017 | INTEREST RCVD | 1,025.00 | |
| Total Interest | | | | 4,625.82 | 0.00 |
| Total Income | | | | 4,708.03 | 0.00 |
| Asset Activity | | | | | |
| Assets Sold | | | | | |
| 06/26/17 | 421.770- | 31398R7H2 FANNIE MAE SERIES 2010-M4 DTD 07/01/10 3.819% 06/25/2020 | NOTE AND MTG PMT | 421.77 | 451.29- |
| 06/30/17 | 100,000.000- | 3130AACF3 FEDERAL HOME LOAN BANK DTD 12/30/2016 CALL 2.15% 12/30/2021-2017 | REDEEMED | 100,000.00 | 100,000.00- |
| Total Assets Sold | | | | 100,421.77 | 100,451.29- |
| Total Asset Activity | | | | 100,421.77 | 100,451.29- |
| Fees | | | | | |
| 06/23/17 | | MANAGEMENT FEES CITIZENS BUSINESS BANK FOR THE PERIOD ENDING 06/20/2017 | DISBURSEMENT | 849.31- | |
| Total Fees | | | | 849.31- | 0.00 |
| Cash Management | | | | | |
| 06/30/17 | 104,280.490 | CBBMMKFM1 NET CASH MANAGEMENT | NET CASH MGMT | 104,280.49- | 104,280.49 |
| Total Cash Management | | | | 104,280.49- | 104,280.49 |
| 06/30/17 | | Ending Balance | | 0.00 | 2,646,471.49 |

City of Canyon Lake
Utility Taxed Summary by Service Period
FY 2016/2017

| | July | August | September | October | November | December | January | February | March | April | May | June |
|--|--------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Electric | | | | | | | | | | | | |
| Constellation New Energy, Inc | 36,714.31 | 52,178.67 | 50,782.04 | 37,673.58 | 11.06 | 33,007.89 | 41,045.99 | 44,143.30 | 118.47 | | | |
| Southern California Edison | | | | | 26,972.44 | | | | 42,892.93 | | | |
| Water | | | | | | | | | | | | |
| EWWD | 2,009.30 | 2,142.91 | 2,388.57 | 2,027.05 | 2,070.02 | 1,715.13 | 1,795.35 | 1,450.07 | 1,499.69 | 1,712.82 | 1,804.78 | |
| EVMWD | 23,651.96 | 26,106.08 | 23,927.75 | 25,648.46 | 22,808.20 | 23,674.89 | 19,565.99 | 11,970.48 | 18,036.92 | 18,098.65 | 22,097.95 | |
| Solid Waste | | | | | | | | | | | | |
| CR&R | 883.74 | 813.90 | 994.72 | 883.98 | 973.81 | 1,034.93 | 869.85 | 799.78 | 1,140.65 | | | |
| CR&R Tax Roll | | | | | | | | | | | | |
| Sewer | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Gas | | | | | | | | | | | | |
| The Gas Company | 111.44 | 114.54 | 111.98 | 105.77 | 121.54 | 212.35 | 268.29 | 259.62 | 214.07 | | | |
| Xoom Energy, LLC | 3.60 | 3.25 | 2.91 | 4.04 | 4.22 | | | | | | | |
| Telecom | | | | | | | | | | | | |
| AT&T Corp | 52.86 | 56.16 | 56.22 | 61.96 | 55.97 | 55.10 | 51.67 | 58.13 | 51.00 | 15.31 | 17.89 | 15.78 |
| CenturyLink Communications Company, LLC | 0.68 | 0.72 | 0.72 | 0.67 | 0.63 | 0.87 | 1.05 | 1.05 | 1.10 | 1.10 | 1.05 | |
| Compliance Solutions, Inc. - GreatCall, Inc. dba Jitterbug | 56.41 | 68.12 | 64.47 | 74.91 | 66.99 | 68.92 | 61.73 | 60.79 | 66.90 | 61.24 | 62.38 | |
| Compliance Solutions, Inc. - Nextiva, Inc. | 25.72 | 25.67 | 25.35 | 25.48 | 25.48 | 25.14 | 25.08 | 24.76 | 24.92 | 25.02 | 25.39 | |
| Compliance Solutions, Inc. - dba Opex | | | | | | 0.32 | 0.30 | 0.30 | 0.31 | 0.31 | 0.31 | |
| Compliance Solutions, Inc. - Ready Wireless | 0.91 | 3.12 | 3.72 | 2.11 | 2.10 | 2.10 | 2.10 | | | 2.12 | 2.10 | |
| Compliance Solutions, Inc. | | | | | | | | | | | | |
| Compliance Solutions, Inc. - Total Holdings, Inc. | | | | | | | | | | | | |
| Compliance Solutions, Inc. - Total Holdings, Inc. | | | | | | | | | | | | |
| Constellation New Energy, Inc | | 31.46 | 14.08 | 14.67 | | | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | |
| Consumer Cellular | | | | | | 704.08 | 33.93 | 36.65 | 37.41 | 118.47 | 116.41 | 118.04 |
| Cricket Wireless LLC | | | | | | 19.42 | 23.59 | 18.76 | 26.22 | 23.95 | 29.30 | 29.16 |
| Flash Wireless, LLC c/o Avallara, Inc. (FKA Etax Services) | 15.30 | 11.32 | 11.33 | 16.38 | 15.25 | | | | | | | |
| Frontier California Inc. (Spit) | 1.12 | 1.12 | | | | | | | | | | |
| Frontier California Inc. (Spit) | 3,155.89 | 3,028.81 | 3,005.69 | 2,861.68 | 2,731.64 | 6,309.61 | 2,602.99 | 6,025.75 | 2,543.90 | 5,799.88 | 5,678.85 | 2,355.58 |
| Frontier Communications of America | 472.98 | 350.31 | 287.57 | 432.77 | | | 66.03 | 427.81 | 339.44 | 349.54 | 343.23 | 342.43 |
| Granite Telecommunications LLC | 1.27 | | | | | | | | | | | |
| Google North America Inc. c/o Avallara, Inc. | | | 5.31 | 1.17 | 1.19 | 1.16 | 1.16 | 3.00 | 3.95 | 3.83 | | |
| iWireless | | | | | | | | | | | | |
| InReach, Inc. c/o Avallara, Inc. (FKA Etax Services) | 0.10 | 0.09 | 0.09 | 0.09 | 0.20 | 0.09 | 0.09 | 0.09 | 0.21 | 0.12 | 0.12 | |
| Level 3 Communications LLC | 1.58 | 2.27 | 2.29 | 2.54 | 2.07 | 2.08 | 2.04 | 1.99 | 1.56 | 2.14 | 1.97 | |
| Los Angeles SMSA Limited Partnership | 3,962.58 | 4,002.22 | 3,850.81 | 3,811.78 | 3,801.41 | 3,737.73 | 3,615.44 | 3,459.49 | 3,340.97 | 3,315.93 | 3,340.59 | 3,252.56 |
| MCI Communications Services, Inc. | 14.28 | 16.06 | 16.14 | 10.57 | 12.16 | 11.75 | 11.28 | 12.06 | 11.58 | 11.59 | 10.81 | 10.61 |
| Metro PCS California, LLC | 42.63 | 38.96 | 40.94 | 39.28 | 41.51 | 40.50 | 43.35 | | 44.66 | 46.85 | 47.34 | |
| MCI Metro Access Transmission Services Corp | | | | | | | | | | | | |
| New Circular Wireless PCS LLC | 3,318.47 | 3,370.96 | 3,232.52 | 3,226.78 | 3,173.50 | 3,353.53 | 3,203.49 | 3,010.75 | 3,529.54 | 2,976.95 | 3,409.26 | 3,385.57 |
| Pacific Bell Telephones Company - At&T | 5.01 | 5.18 | 5.26 | 5.19 | 4.46 | 1.09 | 5.14 | 4.21 | 6.05 | 5.82 | 5.78 | 5.85 |
| PNG Telecommunications Inc. c/o Avallara, Inc. (FKA Etax Services) | | | | | | 2.80 | 0.24 | 0.23 | 0.23 | 0.23 | 0.26 | |
| Ready Wireless LLC | | | | | | | | | | | | |
| OnStar LLC | 15.80 | 14.67 | 15.48 | 15.69 | 14.01 | 13.53 | 13.68 | 11.81 | 13.25 | 19.28 | 18.50 | 16.76 |
| Spok, Inc. | | | | | | | | | | | | |
| Sprint Communications | 2.06 | 1.63 | 1.09 | 1.22 | 1.01 | 1.10 | 1.11 | 0.94 | 0.92 | 0.95 | 1.18 | 1.17 |
| Sprint Spectrum | 48.80 | 50.85 | 50.62 | 42.15 | 43.28 | 44.00 | 43.79 | 42.22 | 40.57 | 40.57 | 34.29 | 27.86 |
| Sprint Telephony PCS, LP Wireless Post Paid | 2,183.51 | 2,116.91 | 1,986.60 | 2,069.09 | 2,203.48 | 2,065.09 | 1,983.23 | 45.99 | 2,232.25 | 1,773.62 | 2,076.46 | 1,351.06 |
| Sprint Telephony PCS, LP CA Prepaid Wireless MTS Surcharge | | | | | | | | 1,833.05 | | | | |
| Star2star Communications | | | | | | | | | | | | |
| T-Mobile West | 1,159.66 | 1,231.11 | 1,251.52 | 1,194.33 | 1,264.25 | 1,140.48 | 1,212.42 | 1,177.68 | 1,148.85 | 1,126.41 | 1,113.53 | 9.04 |
| T-Mobile USA Inc. | | | | | | | | | | | | |
| T-Mobile USA Inc. | | | | | | | | 46.39 | 1,125.44 | | | |
| TWC Digital Phone LLC | | | | | | | | | | | | |
| U.S. Telepacific Corp. | | | | | | | | | | | | |
| Utility Telecomm Group, LLC | 97.44 | 95.62 | 90.20 | 89.98 | 90.06 | 89.05 | 94.71 | 94.40 | 94.01 | 94.95 | 95.84 | 98.02 |
| Utility Telephone, Inc. | 22.28 | 22.10 | 22.15 | 22.25 | 22.58 | 22.54 | 22.25 | | 22.30 | 11.98 | 12.04 | |
| Verizon Long Distance, LLC | | | | | | | | | | | | |
| Virgin Mobile USA, LP | 133.83 | 118.51 | 125.49 | 129.67 | 116.97 | | 124.89 | 109.65 | 130.98 | 108.90 | 117.82 | 118.87 |
| Vonage American c/o Avallara, Inc | 40.04 | 59.19 | 58.61 | 49.23 | 51.63 | 50.77 | 63.58 | 58.00 | 58.20 | 62.39 | 55.67 | |
| Vonage Business Solutions, Inc. c/o Etax Services, Inc. | 6.04 | 6.52 | 6.45 | 5.93 | 6.79 | 6.95 | 7.05 | 6.85 | 64.90 | | 7.21 | |
| Video Users | | | | | | | | | | | | |
| Frontier California Inc. (Spit) | 4,006.40 | 3,849.82 | 3,825.60 | 3,501.71 | 3,514.52 | | 3,743.41 | | 3,479.50 | | | |
| Verizon California, Inc. | | | | | | | | | | | | |
| Time Warner Cable Info Services (CA) LLC | 1,310.48 | 1,202.90 | 1,218.69 | 1,292.27 | 1,441.87 | 1,170.19 | 1,306.63 | 1,345.82 | 1,375.55 | 1,431.03 | 1,479.01 | 1,176.42 |
| Time Warner Cable Business LLC | 33.95 | 33.95 | 33.95 | 33.95 | 33.72 | 33.57 | 33.59 | 33.59 | 33.59 | 33.59 | 33.59 | 33.95 |
| | \$ 83,562.53 | \$ 401,170.13 | \$ 97,506.63 | \$ 85,386.08 | \$ 71,707.76 | \$ 78,619.85 | \$ 81,973.38 | \$ 76,549.18 | \$ 82,741.32 | \$ 37,332.00 | \$ 42,093.01 | \$ 12,287.60 |

**City of Canyon Lake
City Council
Staff Report**

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

DATE: August 2, 2017

SUBJECT: Discussion and Possible Direction Regarding Changing City Hall's Operating Hours

Recommendation

Discussion and Possible Direction Regarding Changing City Hall's Operating Hours.

Background

At the July 12, 2017 City Council meeting, the City Council discussed changing City Hall Hours from four days to five days a week. The City Council requested staff to bring to the Council staffing and utility costs associated with being open an additional day per week.

Budget (or Fiscal) Impact

The Finance Director has determined total payroll to increase by \$4,952.53. He was able to estimate an increase to utilities between \$1,500 and \$3,000. Also, overtime will increase by one half hour once a month. Currently, typically on City Council meeting days, non-exempt employees will start overtime at 5:30 pm. If the City goes to a 5 day a week operation, non-exempt employees will start overtime after 5:00 pm. Therefore, overtime or comp time, when necessary, will increase by 30 minutes during a 5 day a week operation.

Attachments

None

**City of Canyon Lake
City Council
Staff Report**

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

DATE: August 2, 2017

SUBJECT: Discussion and Possible Direction to Staff Regarding Enforcement of State Smoking Regulations

Recommendation

Discussion and Possible Direction to Staff Regarding Enforcement of State Smoking Regulations.

Background

The City has received several complaints about smoking in the Town Center. Code Enforcement staff has sent letters out to the business owners in the Town Center regarding the State of California smoking regulations. Staff would like to receive further direction from the City Council as how to proceed in the future regarding enforcement of state smoking regulations.

Budget (or Fiscal) Impact

None

Attachments

Staff Report from April 6, 2016 City Council Meeting

**City of Canyon Lake
City Council
Staff Report**

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

BY: Elizabeth Martyn, City Attorney

DATE: April 6, 2016

SUBJECT: Discussion and possible direction to staff regarding potential ordinance banning smoking in public places

Recommendation

It is recommended that the City Council discuss and provide further direction to staff.

Background

Council member Haggerty has asked the City Council to consider a ban on smoking in public places within the City.

California law addresses smoking in a variety of ways. First, the California Indoor Clean Air Act of 1976 declares tobacco smoke as a health hazard for the general public. There are a number of other state law no-smoking rules, including Labor Code 6404.5 that bans smoking in places of employment

City Authority: A general law city may regulate smoking more strictly than the state. Health & Safety Code Section 118910 is part of the California Clean Indoor Air Act and provides as follows:

118910. The Legislature declares its intent not to preempt the field of regulation of the smoking of tobacco. A local governing body may ban completely the smoking of tobacco, or may regulate smoking in any manner not inconsistent with this article and Article 3 (commencing with Section 118920) or any other provision of state law.

For example, the City of Menifee bans smoking in public parks:

§ 13.01.290 SMOKING PROHIBITED.

It is unlawful for any person to smoke or to dispose of any lighted match or cigarette, cigar ashes or any flaming or glowing substance in any area of any park or open space managed by the City

Manager/Community Services Department and specifically designated by sign as a prohibited smoking area by the City Manager/Community Services Department. (Ord. 2014-146, passed 5-21-2014)

The provisions of City ordinances supersede those of other entities. In *City of San Jose v. Department of Health Services* (1998) 66 Cal. App. 4th 35, the City sued the State of California to confirm the applicability of its no-smoking ordinance to a state long-term health care facility located in the city. The court found that the state's rules and regulations, to the extent that they were in conflict with the city's no-smoking ordinance, exceeded the Department's rulemaking authority under the Clean Air Act. This case indicates that a City smoking ban would be effective in the Property Owners' Association common areas if made applicable to them by the City ordinance.

The POA has a number of smoking rules. They include **GR.2.13 No Smoking – No smoking within twenty (20) feet of any CLPOA building or within twenty five (25) feet of a park.**

Penalties: Any smoking ban adopted by the Council could be enforced by administrative citation and subject to the existing fine schedule.

California Cities with Smoking bans:

- Alameda, January 2, 2012, banned in commercial areas, recreation areas (parks, trails beaches, sports fields), service areas (bus stops, ticket lines, ATMs), dining areas, public event spaces, entryways, and many workplaces including 90% of hotel/motel guest rooms, small businesses with fewer than five employees, tobacco shops, hookah bars medical research sites, work vehicles, theatrical production sites, and all outdoor worksites. On January 1, 2013 the ban expanded to include all multi-unit housing]
- Belmont, October 9, 2007, banned in parks and other public places, as well as inside apartments and condominiums.
- Berkeley, March 26, 2008, banned on all commercially zoned sidewalks, and within 20 feet (6.1 m) of a bus stop.
- Beverly Hills, October 1, 2007, banned in all outdoor dining areas.
- Burbank, April, 2007, banned in most public places including Downtown Burbank, outdoor dining & shopping areas, parks, service lines, and within 20 feet (6.1 m) of all building entrances/exits.
- Calabasas, 2006, banned in all indoor and outdoor public places, except for a handful of scattered, designated outdoor smoking areas in town. Believed to be the strictest ban in the United States.
- Davis, The Davis City Code prohibits smoking in a wide variety of locations open to the public.
- El Cajon, August 14, 2007, banned on city streets, in outdoor patios in restaurants, and outside of the local shopping mall. Anyone caught smoking in public areas will faces a fine of up to \$500. The city previously outlawed smoking in parks, and also requires businesses that sell tobacco products to obtain a city license.

- El Cerrito, January 1, 2015, banned in all public places, commercial areas, and multi-unit residences and within 25 feet of any of these.
- Escondido, in 2005, increased the state prohibition on smoking within 20 feet (6.1 m) of an entrance to a public place to 80 feet (24 m) outside city-owned buildings. In 2009, the city, at the urging of local students, banned smoking in parks, city open spaces, and trails, including the parking areas for these city properties.
- Glendale, October 7, 2008, banned smoking in/on and within 20 feet (6.1 m) from: all city property (except streets and sidewalks); city vehicles and public transportation vehicles; city public transit stations; places of employment; enclosed public places; non-enclosed public places; and common areas of multi-unit rental housing. Some of the areas where smoking is prohibited are authorized to have smoking-permitted areas, subject to regulations. Also, landlords in Glendale are required to provide disclosure to a prospective renter, prior to signing a lease, as to the location of possible sources of second-hand smoke, relative to the unit that they are renting.
- Hermosa Beach, March 1, 2012, banned at all of Hermosa's outdoor dining areas, the popular Pier Plaza, the city pier, the Strand, the greenbelt parkway, and all city parks and parking lots. Smoking already is outlawed on the city-owned beach.
- Loma Linda, July 25, 2008, banned on all sidewalks, streets, common areas in shopping centers, bus stops, parks, restaurant patios, theaters, City Hall, and 80% of motel rooms and apartment units. Exempts the federally controlled VA hospital grounds, and smoking in cars traveling in the city.
- Long Beach, California bans smoking in all city parks, at or within 20 feet of bus stops, and at farmers' markets.
- Los Angeles, 2007, banned in all city parks, and, 2011, all outdoor dining areas.
- Marin County, May 23, 2012 banned in all condos and apartments, as well as all patios within residential units. Anyone caught smoking will face a \$100 fine and will be sentenced to five community day services. A second offense warrants a \$300 fine and ten community day services, and a third offense being \$700 fine and fifteen community day services. Landlords may opt out of smoking restrictions by designating 20 percent of their units reserved for smoking and may permit e-cigarettes to be used inside apartments and condos. All other outdoor areas, including bar and restaurant patios, and private homes that are not of multi-unit residences and smoking in cars are exempt from the ban.
- Oakland, bans smoking within 25 feet of an entrance, exit, window, or air intake of the building of most enclosed places where smoking is prohibited (e.g., workplaces, service areas, common areas and no-smoking units of multi-unit housing); exemption is made outside of bars provided the smoke doesn't enter prohibited areas. Smoking is also banned in certain unenclosed areas, including service areas (e.g., bus stops, cab stands, ATMs).
- Pasadena, October 27, 2008, banned smoking in certain outdoor areas, including shopping malls, unenclosed areas of bars and restaurants, service waiting lines (e.g. ATMs, bus stops, etc.) and within 20 feet (6.1 m) from them, and within 20 feet (6.1 m) of doorways, windows, or ventilation areas of enclosed places where smoking is banned.
- Palo Alto, 2013, all city parks
- San Diego, July 11, 2006, banned smoking at all City of San Diego beaches and parks, including all beaches from La Jolla to Sunset Cliffs.

- San Francisco, January 2005, banned smoking in all city parks. January 2013, banned smoking at all outdoor "street fairs and festivals", with exceptions for legal medical marijuana and small neighborhood block parties.
- San Jose, October 2007, banned in all city parks.
- San Luis Obispo, August 2, 1990, became the first city in the world to ban smoking in all public buildings. On January 15, 2010, the City's municipal code amendment included city parks and outdoor recreational facilities as smoke-free areas. In April 2010, City Council adopted an ordinance that bans smoking in all areas frequented by the public, with limited exceptions, including unenclosed areas at certain drinking establishments.
- Santa Barbara & Goleta, Local laws in Santa Barbara County and in the City of Goleta prohibit smoking within 20 feet of any building or area where smoking is prohibited. Ashtrays are also banned within a 20-foot smoke-free area.
- Santa Monica, 2006, banned smoking within 20 feet (6.1 m) of entrances, exits, or operable windows of a public building (such as City Hall and the courthouse); in local parks (including parking lots); on the Third Street Promenade; on local beaches; and on the Santa Monica Pier (except within designated zones). City Council passed a law that prohibits smoking in ALL common areas of a multi-family residential building including condominiums, which went into effect February 26, 2009.

Budget (or Fiscal) Impact

Enforcement costs/citation revenue

Attachments

None

**City of Canyon Lake
City Council
Staff Report**

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

DATE: August 2, 2017

SUBJECT: Discussion and Possible Direction Regarding Updating City Council Equipment Reimbursement Policy

Recommendation

Discussion and Possible Direction Regarding Updating City Council Equipment Reimbursement Policy

Background

In April 2017, the City Council formed an Ad Hoc Committee to review and update the current City Equipment Policy and associated reimbursement costs afforded to City Council Members. The Committee agreed to be detailed in defining the actual reimbursement dollars for personal cell phone and home internet service. These figures would be added to the current policy so that there would be no misunderstanding as to the amount of reimbursement. The City Attorney is aware of new legislation that can affect Council Members use of personal cell phones. Therefore, attached to this report is a proposed City Equipment Policy (developed by the City Attorney) that will require Council Members to be issued a City owned cell phone and city provided email address.

Staff is asking for direction on this policy so it can be brought forward for approval at the September 6, 2017 City Council meeting.

Budget (or Fiscal) Impact

Currently, the City budgets up to sixty dollars (\$60.00) per month for personal cell phone reimbursement and up to forty dollars (\$40.00) per month for home internet service for each Council Member (Council Member Ehrenkranz receives a City provided cell phone). The Ad Hoc committee felt these numbers were fair and just for reimbursement.

Attachments

1. Current City Equipment Policy
2. Potential City Equipment Policy



CITY EQUIPMENT POLICY

The following policy is adopted to ensure that all City Council members and management employees (presently the City Manager and City Clerk) have access to the technology and equipment necessary to effectively perform their jobs. For example, Council members must have E-mail for home use to allow for communication with staff/general public.

This policy also confirms that such equipment is and shall be used for public purposes. Such equipment shall be used in compliance with local and state law (i.e. no handheld vehicle use after January 1, 2008; applicability of Public Records Act, etc.).

Procedure:

The following equipment will be offered to the City Manager, City Clerk and City Councilmember's upon assumption of office.

- A. Cell phone with e-mail capability
- B. High Speed Internet Service for home use (reimbursed)
- C. E-Mail for home use to allow for communication with staff/general public
- D. Compatible City Software to allow for both home and office work

Personal Use:

It is understood that such equipment may be used for incidental personal use. Additional personal use (i.e. personal cell phone minutes) shall be purchased separately.



CITY EQUIPMENT POLICY – updated July 25, 2017

The following policy is adopted to ensure that all City Council members have access to the technology and equipment necessary to effectively perform their jobs. For example, Council members must have e-mail for home use to allow for communication with staff/general public and receipt of agenda materials and announcements. Similarly, Council members need to be accessible by cell phone. However, since the date of the original policy, the nature of home internet and cell usage have changed and individuals have both cell phones and home internet anyway, often bundled together or through plans shared with other family members. This makes it very difficult to determine the cost to be reimbursed.

Therefore, the policy is revised as follows:

Procedure:

The following equipment will be offered to the any City Councilmember' upon his/her assumption of office or upon adoption of this Policy.

- A. A City Cell phone with e-mail capability. If the Council member chooses to use his/her own cell, he or she will not be reimbursed.
- B. The City provides council members with City email accounts
- C. Compatible City Software to allow for both home and office work
- D. Each Council member is responsible for his/her home internet account.

Personal Use:

It is understood that the City cell phone only may be used for extremely limited and incidental personal use, such as an emergency. All texts, call records or emails on the City cell phone are public documents.

The City will provide other equipment (such as printers, scanners, tablets and so forth) only with prior City Council authorization.