CITY OF PERRIS
INC. 1911

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

AMENDED
AGENDA

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

Tuesday, February 26, 2019
6:30 P.M.
City Council Chambers
(Corner of San Jacinto and Perris Boulevard)
101 North “D” Street
Perris, California

CLOSED SESSION: 6:00 P.M.

ROLL CALL:

Rogers, Magaña, Corona, Rabb, Vargas

A. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 1 case

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

2. ROLL CALL:

Rogers, Magaña, Corona, Rabb, Vargas

3. INVOCATION:

Pastor Don Meinberg
Reflections Christian Fellowship
375 Ramona Expressway
Perris, CA 92571
4. **PLEDGE OF ALLEGIANCE:**

Councilman Rogers will lead the Pledge of Allegiance.

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

6. **PRESENTATIONS/ANNOUNCEMENTS:**

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

   A. Reality Rally 2019 Presentation by Joan Hoover, Executive Director, Team Relations and Gillian Larson, Creator and Event Producer of Reality Rally, Inc.

7. **APPROVAL OF MINUTES:**

   A. Approve the Minutes of the Regular Joint Meeting held on February 12, 2019 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

8. **CONSENT CALENDAR:**

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

   A. Approve traffic calming measures for 7th Street and authorize staff to implement the improvements.

   B. Approve the equipment purchase agreement with Leotek Electronics USA, LLC for the Streetlight Retrofit Project, and authorize the City Manager to execute the Contract, subject to non-substantive changes from the City Attorney’s Office.

   C. Approve Resolution (next in order) establishing a tax rate of 10% for marijuana distribution and 10% for commercial manufacturing operations and providing a deduction that permits marijuana dispensaries and distribution and manufacturing operations to deduct the amount of sales and use taxes and excise taxes collected from consumers and remitted to the
State from their reported proceeds for the purpose of calculating their taxes owed to the City.

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


D. Request City Council Approval of contract with Blue Stone Management for Design Services for the Perris Downtown Skills Training and Job Placement Center.

E. Request Community Economic Development Corporation Approval of contract with Blue Stone Management for Design Services for the Perris Downtown Skills Training and Job Placement Center.

F. Adopt WRCOG Resolution Number 43-18 and direct WRCOG to forward the JPA Amendment to WRCOG member agencies for their approval.

The WRCOG Resolution Number 43-18 is entitled:

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AMENDING ITS BYLAWS MAKING A SERIES OF TECHNICAL CHANGES.

G. Approve the City of Perris Monthly Check Register for January 2019.

9. **PUBLIC HEARINGS: NO PUBLIC HEARINGS**

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

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

<table>
<thead>
<tr>
<th>A.</th>
<th>Presentation on the Legislative Process by Michelle Rubalcava with Nielsen Merksamer Parrinello Gross &amp; Leoni, LLP.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Introduced by: Jennifer Erwin, Director of Finance</td>
</tr>
<tr>
<td></td>
<td><strong>PUBLIC COMMENT:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B.</th>
<th>Adopt Second Reading of Ordinance Number 1379 to amend Chapter 2.37 of the Municipal Code to reduce the number of Planning Commissioners from seven to five.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Second Reading of Ordinance Number 1379 (next in order) is entitled:</td>
</tr>
<tr>
<td></td>
<td><strong>AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 2.37 OF TITTLE 2 OF THE PERRIS MUNICIPAL CODE RELATING TO THE CITY’S PLANNING COMMISSION.</strong></td>
</tr>
<tr>
<td></td>
<td>Introduced by: Eric Dunn, City Attorney</td>
</tr>
<tr>
<td></td>
<td><strong>PUBLIC COMMENT:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C.</th>
<th>Consideration of Appointment to the Community Development Block Grant (CDBG) Committee.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Introduced by: Michael M. Vargas, Mayor</td>
</tr>
<tr>
<td></td>
<td><strong>PUBLIC COMMENT:</strong></td>
</tr>
</tbody>
</table>

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

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

*(Committee Reports, Agenda Items, Meeting Requests and Review etc.)*

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

13. **CITY MANAGER’S REPORT:**

14. **ADJOURNMENT:**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Hall at (951) 943-6100. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.
Verbal Presentation
MEETING DATE: February 26, 2019

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on February 12, 2019

CONTACT: Nancy Salazar, City Clerk

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:
City Attorney
Assistant City Manager
Finance Director

Attachments:

Consent:
Public Hearing:
Business Item:
Presentation:
Other: Approval of Minutes
CITY OF PERRIS

MINUTES:

Date of Meeting: February 12, 2019
06:30 PM

Place of Meeting: City Council Chambers

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

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

2. ROLL CALL: Rabb, Rogers, Magaña, Corona, Vargas

Present: Rabb, Rogers, Magaña, Corona, Vargas

Staff Members Present: City Manager Belmudez, City Attorney Dunn, Assistant City Engineer Brophy, Assistant City Manager Miramontes, Assistant City Manager Carlos, Chief Information Officer Cervantes, Director of Community Services Chavez, Director of Finance Erwin, Director of Public Works Hartwill and City Clerk Salazar.

3. INVOCATION: Pastor Chris Thompson  Perris Valley Community Church  3470 Nature Trail Court  Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

Councilman Rabb led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

There was no Closed Session.

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Introduction of New City Employees

B. SkyDive Perris Airport Presentation by Ms. Melanie Conatser

C. Working Scholars Presentation by Mitchell Harnett, Community Relations Coordinator of Study.com

7. APPROVAL OF MINUTES:

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

8. **CONSENT CALENDAR:**

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

A. Adopted Resolution Numbers 5439, 5440 and 5441 regarding Annexation of PR 17-05194 to Maintenance District No. 84-1 (MD 84-1). PR 17-05194 is a 0.88 acre commercial Medical Marijuana Dispensary located at 1133 Harley Knox Boulevard. Harley Knox Boulevard is located on the north boundary of the project and Patterson Avenue is located to the west of the project. (Owner: Credits Holding, LLC).

Resolution Number 5439 is entitled:


Resolution Number 5440 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PR 17-05194 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1.

Resolution Number 5441 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PR 17-05194 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 9, 2019.

B. Adopted Resolution Number 5442 regarding Annexation of PR 17-05194 to Flood Control Maintenance District No. 1 (FCMD 1). PR 17-05194 is a 0.88 acre commercial Medical Marijuana Dispensary located at 1133 Harley Knox Boulevard. Harley Knox
Boulevard is located on the north boundary of the project and Patterson Avenue is located to the west of the project. (Owner: Credits Holding, LLC).

Resolution Number 5442 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 110, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 9, 2019.

C. Adopted Resolution Numbers 5443, 5444 and 5445 regarding Annexation of PR 17-05194 to Landscape Maintenance District No. 1 (LMD 1). PR 17-05194 is a 0.88 acre commercial Medical Marijuana Dispensary located at 1133 Harley Knox Boulevard. Harley Knox Boulevard is located on the north boundary of the project and Patterson Avenue is located to the west of the project. (Owner: Credits Holding, LLC).

Resolution Number 5443 is entitled:

Resolution Number 5444 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 144, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1.

Resolution Number 5445 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 144, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 144, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 144, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 9, 2019.

D. Adopted Resolution Number 5446 to Annex Territory to CFD 2001-3. (Owner: Credits Holding, LLC).

Resolution Number 5446 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING
AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 31].

E. Adopted the Second Reading of Ordinance Number 1378 to find the Ordinance Amendment categorically exempt from CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3), and to approve Ordinance Amendment 18-05236 to add Chapter 19.88 to the zoning code in order to identify short-term rentals as permitted uses in residential zones based upon the findings contained in the ordinance.

The Second Reading of Ordinance Number 1378 is entitled:

F. Approved updated contracts to Avant Garde, California Consulting Inc., DUDEK, Nine Seven LLC, and Engineering Solutions Services for Grant Writing Services list.

G. Approved Agreement for the Purchase and Sale of Real Property at the Northwest Corner of 9th Street and Perris Boulevard, portions of APN 313-263-034 and 313-263-035.

H. Adopted Resolution Number 5447 authorizing approval of a Purchase and Sale Agreement of 0.18 acre of vacant land identified as Assessor’s Parcel Number 326-071-002, located south of West Metz Road for the future Enchanted Hills Park.

Resolution Number 5447 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS FOR 0.18 ACRE VACANT LAND IDENTIFIED AS ASSESSOR’S PARCEL NUMBER 326-072-002 FOR THE FUTURE ENCHANTED HILLS PARK PROJECT LOCATED ON THE 1300 BLOCK OF WEST METZ ROAD IN THE ENCHANTED HILLS COMMUNITY IN PERRIS.

I. Approved allocation of funds to CIP S036 to issue payment for emergency asphalt street repairs.

J. Received and Filed Quarterly Investment Report for the Quarter Ended December 31, 2018.

The Mayor called for a motion.

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

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

NOES:
ABSENT:
ABSTAIN:
9. **PUBLIC HEARINGS:**

A. Introduced the First Reading of Ordinance Number 1379 to amend Chapter 2.37 of the Perris Municipal Code to reduce the number of Planning Commissioners from seven to five.

The First Reading of Ordinance Number 1379 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 2.37 OF TITLE 2 OF THE PERRIS MUNICIPAL CODE RELATING TO THE CITY’S PLANNING COMMISSION.

This item was presented by City Attorney Dunn.

The Mayor opened the Public Hearing at 7:21 p.m. There was no Public Comment.
The Mayor closed the Public Hearing at 7:21 p.m.

The following Councilmember’s spoke:
Vargas
Rogers
Rabb

Corona

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Michael Vargas to Approve the First Reading of Ordinance Number 1379, as presented.
AYES: Marisela Magana, Malcolm Corona, Michael Vargas
NOES: David Starr Rabb, Rita Rogers
ABSENT:
ABSTAIN:

10. **BUSINESS ITEMS:**

There were no Business Items.

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

The following person spoke at Public Comment:
Chris Thompson

12. **COUNCIL COMMUNICATIONS:**

The following Councilmember’s spoke:
Rabb
Rogers
Corona
Magan
Vargas

13. **CITY MANAGER’S REPORT:**
14. **ADJOURNMENT:**

There being no further business the Mayor adjourned the Regular City Council meeting at 8:00 p.m., in memory of Louis Robert Berger, father in law of Assistant City Clerk Judy Haughney, who passed away on February 12, 2019.

Respectfully Submitted,

__________________________
Nancy Salazar, City Clerk
CITY COUNCIL/REDEVELOPMENT AGENCY
AGENDA SUBMITTAL

Meeting Date: February 26, 2019

SUBJECT: Traffic Calming Measures for 7th Street

REQUESTED ACTION: Adopt the report prepared by RK Engineering for 7th Street Traffic Review; Authorize Implementation

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: At the request of Council Member David Starr Rabb, a traffic survey for 7th Street between G Street and D Street was prepared by RK Engineering. The report identifies a variety of traffic calming options. Staff recommends changing the existing traffic striping and installing solar radar feedback signs which are all included in the report. The report also provides a traffic calming option for construction of a round-about at 7th Street / F Street which is not supported by Staff.

The Traffic Engineer also recommends a 4-way stop warrant shall be proposed for 7th and F Streets. Staff is recommending installation of the stop sign and stop ahead signs based on the existing conditions.

BUDGET (or FISCAL) IMPACT: Traffic safety funds will be utilized to offset the design and implementation cost of the above.

Reviewed by:

City Attorney
Assistant City Manager
Director of Finance

Attachments: 7th Street (G Street to D Street) Traffic Review Report

Consent: Yes
Public Hearing:
Business Item:
Other:
7TH STREET - G STREET TO D STREET
TRAFFIC REVIEW
City of Perris, California
February 5, 2019

Mr. Habib Motlagh  
CITY OF PERRIS  
24 South "D" Street, Suite 100  
Perris, CA  92570  

Subject:  7th Street – G Street to D Street Traffic Review, City of Perris  

Dear Mr. Motlagh:  

Introduction  

RK ENGINEERING GROUP, INC. (RK) is pleased to provide this traffic review for 7th Street from G Street to D Street in the City of Perris. The location of the study is shown in Exhibit A.  

The purpose of this study is to obtain and review speed surveys collected within the study segment, review existing roadway conditions as related to the speed surveys, review collision data, and develop potential traffic calming measures to reduce speeds and other traffic concerns in the area. The 24-hour speed surveys were obtained by RK at three (3) locations as shown in Exhibit A. Additionally, existing conditions such as speed limits, traffic controls (i.e. stop signs, etc.), roadway conditions, and existing geometrics were reviewed. Existing traffic controls, speed limit signs and curb to curb widths are shown in Exhibit B. RK also reviewed potential appropriate speed limits for this area. The California Road Systems (CRS) maps provided by Caltrans are included in Appendix A. Per Caltrans, 7th Street is classified as a local street. The study roadway segment is considered to be in a residential district, since direct residential access (driveways) occurs along the study roadway segment.  

Speed Survey Reviews  

Each of the three (3) locations provided with speed surveys are reviewed in this section of the report. A review of existing conditions, including results of the speed surveys and roadway conditions, is also discussed. A summary of the existing ADT (Average Daily Traffic), 85th percentile speed (a speed that 85% of the drivers are going or less), 10 mph pace speed (the 10 mph group of speeds with the most drivers) and the distribution of speeds is shown in Table 1.
CITY OF PERRIS
RK 15110
Page 2

The following are the locations of the three (3) speed surveys:

- Location 1: 7th Street between G Street and F Street;
- Location 2: 7th Street between F Street and Perris Boulevard; and
- Location 3: 7th Street between Perris Boulevard and D Street.

7th Street is a local street between G Street and D Street. The roadway is approximately 36 feet wide curb-to-curb, has direct residential frontage on both sides of the street and is striped with one lane in each direction with allowable on-street parking. The existing posted speed limit within the study roadway segment is 25 mph. 7th Street is a local residential street with a prima facie speed limit of 25 mph. There is one (1) cross-street stop at F Street, and all-way stop intersections also currently exist at D Street, Perris Boulevard, and G Street.

Location 1: 7th Street between G Street and F Street

Speed survey Location 1 is 7th Street between G Street and F Street. Included in Appendix B are the 24-hour speed surveys collected on 7th Street between G Street and F Street. The results of the speed surveys are shown in Exhibit C. The 85th percentile speed, at Location 1, is 37 mph and the 10 mph pace speed is 26-35 mph. The existing posted speed limit along 7th Street is 25 mph.

Location 2: 7th Street between F Street and Perris Boulevard

Speed survey Location 2 is 7th Street between F Street and Perris Boulevard. Included in Appendix B are the 24-hour speed surveys collected on 7th Street between F Street and Perris Boulevard. The results of the speed surveys are shown in Exhibit C. The 85th percentile speed, at Location 2, is 34 mph and the 10 mph pace speed is 26-35 mph. The existing posted speed limit along 7th Street is 25 mph.

Location 3: 7th Street between Perris Boulevard and D Street

Speed survey Location 3 is 7th Street between Perris Boulevard and D Street. Included in Appendix B are the 24-hour speed surveys collected on 7th Street between Perris Boulevard and D Street. The results of the speed surveys are shown in Exhibit C. The 85th percentile speed, at Location 3, is 33 mph and the 10 mph pace speed is 21-30 mph. The existing posted speed limit along 7th Street is 25 mph.
Collision Data Review

RK has obtained collision data from the City of Perris for 2016, 2017, and 2018. According to the collision data, there have been seven (7) reported collisions along 7th Street from G Street to D Street during the years 2016 – 2018: three (3) reported collisions in 2016, two (2) reported collisions in 2017, and two (2) reported collisions in 2018. Out of the seven (7) reported collisions from 2016 to 2018, one (1) collision was due to unsafe speed. A copy of the collision data is included in Appendix C.

Traffic Calming Options

Traffic Calming Options have been developed for 7th Street from G Street to D Street. It is our understanding that the City does not want to implement vertical traffic calming devices such as speed humps or speed cushions.

There are several other traffic calming options available to help reduce traffic speeds along the study roadway which include, but are not limited to the following:

- Traffic calming striping along 7th Street;
- Potential installation of an all-way stop at F Street; or
- Construction of a mini-roundabout at F Street; and
- Installation of solar radar speed feedback signs.

Traffic Calming Striping

On 7th Street from G Street to D Street, there currently exists a yellow skip-dash type centerline striping. The City should install double yellow centerline striping (Detail 22) along 7th Street. The City could also consider adding six-inch (6") white edge lines (Detail 27B) on both sides of the street, approximately seven feet (7') from the curb face, or the installation of a parking buffer area. The purpose of traffic calming striping is to reduce the travel lane width which can reduce speeds. Examples of potential traffic calming striping is included in Exhibit D.

Installation of an All-Way Stop

A cross-street stop currently exists at the intersection of 7th Street at F Street. The City should consider performing an all-way stop warrant at the said intersection. Should the intersection not warrant an all-way stop, it is recommended that the City continue to monitor future growth in traffic, as an increase in traffic may warrant an all-way stop. Sight
distance at the intersection should also be reviewed. Existing vegetation should be trimmed regularly to provide additional sight distance.

**Construction of a Mini-Roundabout**

An alternative mitigation measure for the intersection of 7th Street at F Street could include a mini-roundabout. Roundabouts can divide a roadway into shorter segments which can reduce speeds.

**Installation of Solar Radar Speed Feedback Signs**

Radar speed feedback signs can be installed as a traffic calming device as users of the roadway are made aware of their current speed as well as the posted speed limit. The proposed signs would be installed at a minimum of two (2) locations: 7th Street between D Street and Perris Boulevard and 7th Street between Ramona Drive and G Street. Additional radar speed feedback signs could also be considered.

A summary of all traffic calming options is included in Exhibit E.

**Conclusions**

RK has reviewed speed surveys and roadway conditions on 7th Street from G Street to D Street in the City of Perris. 24 hour speed surveys were conducted at three (3) locations along the study roadway segment to establish existing 85th percentile and 10 mph pace speeds. The existing posted speed limit along 7th Street is 25 mph. Therefore, the speeds along the three (3) reviewed sections of 7th Street are above the existing posted speed limit, which is a prima facie speed limit of 25 mph in a residential district.

In order to further reduce speeding in the area, RK has developed several traffic calming options for these roadways. These consist of installing double-yellow type centerline striping (Detail 22) along with the installation of new six-inch (6”) white edge lines (Detail 27B) approximately seven feet (7’) from the curb face. This would narrow the travel way and reduce speeding on these segments of these roadways. It is also recommended that the existing cross-street stop of 7th Street at F Street be analyzed for an all-way stop warrant. A mini-roundabout could also be considered as an alternative mitigation measure at the intersection of 7th Street at F Street. An additional traffic calming option includes the installation of radar speed feedback signs at 7th Street between D Street and Perris Boulevard and 7th Street between Ramona Drive and G Street. Additional radar speed feedback signs could be considered at other locations throughout the study area.
CITY OF PERRIS
RK 15110
Page 5

Once the City Council selects the specific traffic calming for this area, RK could prepare the engineering design plans to install the approved improvements. RK appreciates this opportunity to work with the City of Perris on this project. If you have any questions, please call me at (949) 474-0809.

Sincerely,
RK ENGINEERING GROUP, INC.

\[Signature of Robert Kahn, P.E.\]
Robert Kahn, P.E.
Founding Principal

\[Signature of Jethro Jay Narciso, E.I.T.\]
Jethro Jay Narciso, E.I.T.
Engineer II

XC: Brad Brophy, PE Tri Lake Consultants

Attachments
JN:srlrk15110.doc
JN:0352-2019-01
Exhibits
7th Street Traffic Calming Striping Recommendation

Exhibit D

7th Street

Double-Yellow Centerline Striping (Detail 22)

6" White Edge line (Detail 27B)

36'

6" White Edge line (Detail 27B)
Legend:

- **S** = Existing Cross-Street Stop to be Analyzed for an All-Way Stop Warrant
- **○** = Proposed Mini-Roundabout
- **☆** = Install Radar Speed Feedback Sign (onto nearest existing streetlight)
- **△** = Install Double Yellow Centerline Striping (Detail 22) and install six-inch (6") white edge line (Detail 278) approximately seven feet (7') from the curb face (see Exhibit D).
### TABLE 1
Speed Survey Summary

<table>
<thead>
<tr>
<th>Location Numbers</th>
<th>Roadway</th>
<th>ADT$^1$</th>
<th>85% Speed (mph)</th>
<th>10 mph pace speed</th>
<th>Speed Groups (mph)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0-25 mph</td>
</tr>
<tr>
<td>1</td>
<td>7th Street between G Street and F Street</td>
<td>2,001</td>
<td>37</td>
<td>26-35</td>
<td>242</td>
</tr>
<tr>
<td>2</td>
<td>7th Street between F Street and Perris Boulevard</td>
<td>2,204</td>
<td>34</td>
<td>26-35</td>
<td>630</td>
</tr>
<tr>
<td>3</td>
<td>7th Street between Perris Boulevard and D Street</td>
<td>1,847</td>
<td>33</td>
<td>21-30</td>
<td>697</td>
</tr>
</tbody>
</table>

$^1$ ADT = Average Daily Traffic
Appendix A

California Road System Map (GRS)
Appendix B

Speed Surveys
# Counts Unlimited, Inc.

PO Box 1178  
Corona, CA 92878  
Phone: (951) 268-6268  
email: counts@countsunlimited.com

| Eastbound | Start Time | 15 | 20 | 25 | 30 | 35 | 40 | 45 | 50 | 55 | 60 | 65 | 70 | 75 | 80 | 85 | Total |
|-----------|------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| 01/24/19  | 01:00      | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 1   |
|           | 02:00      | 0  | 1  | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 2   |
|           | 03:00      | 0  | 0  | 0  | 1  | 5  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 6   |
|           | 04:00      | 0  | 0  | 0  | 2  | 5  | 2  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 10  |
|           | 05:00      | 0  | 0  | 1  | 7  | 7  | 7  | 7  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 29  |
|           | 06:00      | 1  | 2  | 5  | 7  | 16 | 11 | 2  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 45  |
|           | 07:00      | 2  | 1  | 3  | 26 | 44 | 33 | 15 | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 125 |
|           | 08:00      | 2  | 0  | 1  | 20 | 24 | 21 | 3  | 2  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 73  |
|           | 09:00      | 1  | 0  | 2  | 20 | 19 | 13 | 5  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 61  |
|           | 10:00      | 1  | 2  | 1  | 14 | 21 | 12 | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 52  |
|           | 11:00      | 2  | 1  | 2  | 16 | 24 | 9  | 3  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 57  |
|           | 12 PM      | 2  | 5  | 1  | 11 | 22 | 10 | 2  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 53  |
|           | 13:00      | 1  | 0  | 1  | 12 | 22 | 12 | 2  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 51  |
|           | 14:00      | 4  | 1  | 5  | 20 | 29 | 14 | 6  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 79  |
|           | 15:00      | 1  | 1  | 2  | 9  | 22 | 6  | 4  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 46  |
|           | 16:00      | 1  | 3  | 11 | 18 | 8  | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 43  |
|           | 17:00      | 7  | 1  | 3  | 23 | 21 | 6  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 62  |
|           | 18:00      | 1  | 0  | 1  | 12 | 19 | 9  | 5  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 47  |
|           | 19:00      | 4  | 0  | 4  | 8  | 14 | 9  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 39  |
|           | 20:00      | 0  | 2  | 0  | 8  | 5  | 4  | 2  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 21  |
|           | 21:00      | 0  | 0  | 0  | 4  | 4  | 2  | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 11  |
|           | 22:00      | 1  | 0  | 0  | 3  | 1  | 2  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 7   |
|           | 23:00      | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 1   |
| **Total** |            | 31 | 18 | 35 | 236 | 342 | 191 | 60 | 9  | 0  | 0  | 0  | 0  | 0  | 0  | 922 |

**Daily:***  
- **15th Percentile:** 26 MPH  
- **50th Percentile:** 32 MPH  
- **85th Percentile:** 38 MPH  
- **95th Percentile:** 41 MPH

**Statistics:***  
- **Mean Speed (Average):** 32 MPH  
- **10 MPH Pace Speed:** 26-35 MPH  
- **Number in Pace:** 578  
- **Percent in Pace:** 62.7%  
- **Number of Vehicles > 55 MPH:** 0  
- **Percent of Vehicles > 55 MPH:** 0.0%
## Westbound

<table>
<thead>
<tr>
<th>Start</th>
<th>1</th>
<th>16</th>
<th>21</th>
<th>26</th>
<th>31</th>
<th>36</th>
<th>41</th>
<th>46</th>
<th>51</th>
<th>56</th>
<th>61</th>
<th>66</th>
<th>71</th>
<th>76</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time</td>
<td>15</td>
<td>20</td>
<td>25</td>
<td>30</td>
<td>35</td>
<td>40</td>
<td>45</td>
<td>50</td>
<td>55</td>
<td>60</td>
<td>65</td>
<td>70</td>
<td>75</td>
<td>999</td>
<td></td>
</tr>
<tr>
<td>01/24/19</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>01:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>02:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>03:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>04:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>05:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>06:00</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>07:00</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>20</td>
<td>43</td>
<td>23</td>
<td>5</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>98</td>
</tr>
<tr>
<td>08:00</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>13</td>
<td>20</td>
<td>16</td>
<td>9</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>63</td>
</tr>
<tr>
<td>09:00</td>
<td>0</td>
<td>2</td>
<td>3</td>
<td>10</td>
<td>14</td>
<td>12</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>45</td>
</tr>
<tr>
<td>10:00</td>
<td>0</td>
<td>1</td>
<td>11</td>
<td>15</td>
<td>15</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>50</td>
</tr>
<tr>
<td>11:00</td>
<td>2</td>
<td>1</td>
<td>4</td>
<td>16</td>
<td>19</td>
<td>11</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>55</td>
</tr>
<tr>
<td>12 PM</td>
<td>1</td>
<td>3</td>
<td>6</td>
<td>19</td>
<td>23</td>
<td>17</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>71</td>
</tr>
<tr>
<td>13:00</td>
<td>0</td>
<td>2</td>
<td>3</td>
<td>10</td>
<td>14</td>
<td>12</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>45</td>
</tr>
<tr>
<td>14:00</td>
<td>1</td>
<td>8</td>
<td>14</td>
<td>27</td>
<td>31</td>
<td>20</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>116</td>
</tr>
<tr>
<td>15:00</td>
<td>7</td>
<td>3</td>
<td>12</td>
<td>23</td>
<td>48</td>
<td>16</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>111</td>
</tr>
<tr>
<td>16:00</td>
<td>1</td>
<td>0</td>
<td>6</td>
<td>28</td>
<td>39</td>
<td>17</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>93</td>
</tr>
<tr>
<td>17:00</td>
<td>0</td>
<td>4</td>
<td>6</td>
<td>24</td>
<td>31</td>
<td>13</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>79</td>
</tr>
<tr>
<td>18:00</td>
<td>1</td>
<td>2</td>
<td>6</td>
<td>19</td>
<td>20</td>
<td>12</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>62</td>
</tr>
<tr>
<td>19:00</td>
<td>2</td>
<td>0</td>
<td>4</td>
<td>16</td>
<td>14</td>
<td>5</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>44</td>
</tr>
<tr>
<td>20:00</td>
<td>1</td>
<td>3</td>
<td>1</td>
<td>9</td>
<td>13</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>29</td>
</tr>
<tr>
<td>21:00</td>
<td>1</td>
<td>1</td>
<td>9</td>
<td>7</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>22</td>
</tr>
<tr>
<td>22:00</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>4</td>
<td>6</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>16</td>
</tr>
<tr>
<td>23:00</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>6</td>
</tr>
</tbody>
</table>

### Total

| 33  | 33  | 92  | 284 | 393 | 198 | 39  | 4   | 1   | 2   | 0   | 0   | 0   | 0   | 1079 |

### Daily Statistics

- **15th Percentile**: 25 MPH
- **50th Percentile**: 31 MPH
- **85th Percentile**: 37 MPH
- **95th Percentile**: 39 MPH

### Mean Speed (Average)

31 MPH

### 10 MPH Pace Speed

26-35 MPH

### Number in Pace

677

### Percent in Pace

62.7%

### Number of Vehicles > 55 MPH

2

### Percent of Vehicles > 55 MPH

0.2%
### Eastbound, Westbound

<table>
<thead>
<tr>
<th>Time</th>
<th>15</th>
<th>20</th>
<th>25</th>
<th>30</th>
<th>35</th>
<th>40</th>
<th>45</th>
<th>50</th>
<th>55</th>
<th>60</th>
<th>65</th>
<th>70</th>
<th>75</th>
<th>76</th>
<th>999</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/24/19</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>01:00</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>02:00</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>03:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>04:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>6</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>13</td>
</tr>
<tr>
<td>05:00</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>8</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>37</td>
</tr>
<tr>
<td>06:00</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>11</td>
<td>24</td>
<td>16</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>67</td>
</tr>
<tr>
<td>07:00</td>
<td>5</td>
<td>1</td>
<td>6</td>
<td>46</td>
<td>87</td>
<td>56</td>
<td>20</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>223</td>
</tr>
<tr>
<td>08:00</td>
<td>2</td>
<td>0</td>
<td>5</td>
<td>33</td>
<td>44</td>
<td>37</td>
<td>12</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>136</td>
</tr>
<tr>
<td>09:00</td>
<td>1</td>
<td>2</td>
<td>5</td>
<td>30</td>
<td>33</td>
<td>25</td>
<td>8</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>106</td>
</tr>
<tr>
<td>10:00</td>
<td>1</td>
<td>3</td>
<td>12</td>
<td>29</td>
<td>36</td>
<td>20</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>102</td>
</tr>
<tr>
<td>11:00</td>
<td>4</td>
<td>2</td>
<td>6</td>
<td>32</td>
<td>43</td>
<td>20</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>112</td>
</tr>
<tr>
<td>12 PM</td>
<td>3</td>
<td>8</td>
<td>7</td>
<td>30</td>
<td>45</td>
<td>27</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>124</td>
</tr>
<tr>
<td>13:00</td>
<td>3</td>
<td>2</td>
<td>5</td>
<td>32</td>
<td>56</td>
<td>25</td>
<td>5</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>127</td>
</tr>
<tr>
<td>14:00</td>
<td>15</td>
<td>9</td>
<td>19</td>
<td>47</td>
<td>60</td>
<td>34</td>
<td>9</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>195</td>
</tr>
<tr>
<td>15:00</td>
<td>8</td>
<td>4</td>
<td>14</td>
<td>32</td>
<td>70</td>
<td>22</td>
<td>6</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>157</td>
</tr>
<tr>
<td>16:00</td>
<td>1</td>
<td>1</td>
<td>9</td>
<td>39</td>
<td>57</td>
<td>25</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>136</td>
</tr>
<tr>
<td>17:00</td>
<td>7</td>
<td>5</td>
<td>9</td>
<td>47</td>
<td>52</td>
<td>19</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>141</td>
</tr>
<tr>
<td>18:00</td>
<td>2</td>
<td>2</td>
<td>7</td>
<td>31</td>
<td>38</td>
<td>21</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>109</td>
</tr>
<tr>
<td>19:00</td>
<td>6</td>
<td>0</td>
<td>8</td>
<td>24</td>
<td>28</td>
<td>14</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>83</td>
</tr>
<tr>
<td>20:00</td>
<td>1</td>
<td>5</td>
<td>1</td>
<td>17</td>
<td>18</td>
<td>6</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>50</td>
</tr>
<tr>
<td>21:00</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>13</td>
<td>11</td>
<td>5</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>33</td>
</tr>
<tr>
<td>22:00</td>
<td>3</td>
<td>0</td>
<td>2</td>
<td>7</td>
<td>7</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>23</td>
</tr>
<tr>
<td>23:00</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>3</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>Total</td>
<td>64</td>
<td>51</td>
<td>127</td>
<td>520</td>
<td>735</td>
<td>389</td>
<td>99</td>
<td>13</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2001</td>
</tr>
</tbody>
</table>

### Statistics
- **Daily 15th Percentile**: 25 MPH
- **50th Percentile**: 31 MPH
- **85th Percentile**: 37 MPH
- **95th Percentile**: 40 MPH
- **Mean Speed(Average)**: 31 MPH
- **10 MPH Pace Speed**: 26-35 MPH
- **Number in Pace**: 1255
- **Percent in Pace**: 62.7%
- **Number of Vehicles > 55 MPH**: 2
- **Percent of Vehicles > 55 MPH**: 0.1%
## Counts Unlimited, Inc.

PO Box 1178  
Corona, CA 92878  
Phone: (951) 268-6268  
email: counts@countsunlimited.com

**City of Perris**  
7th Street  
E/F Street - Perris Boulevard  
24 Hour Directional Classification Count  
Site Code: 105-19037

### Eastbound

<table>
<thead>
<tr>
<th>Start Time</th>
<th>15</th>
<th>20</th>
<th>25</th>
<th>30</th>
<th>35</th>
<th>40</th>
<th>45</th>
<th>50</th>
<th>55</th>
<th>60</th>
<th>65</th>
<th>70</th>
<th>75</th>
<th>999 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/24/19</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   1</td>
</tr>
<tr>
<td>01:00</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   3</td>
</tr>
<tr>
<td>02:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   1</td>
</tr>
<tr>
<td>03:00</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   6</td>
</tr>
<tr>
<td>04:00</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   9</td>
</tr>
<tr>
<td>05:00</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>4</td>
<td>9</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   6</td>
</tr>
<tr>
<td>06:00</td>
<td>2</td>
<td>6</td>
<td>6</td>
<td>5</td>
<td>6</td>
<td>6</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   4</td>
</tr>
<tr>
<td>07:00</td>
<td>3</td>
<td>13</td>
<td>26</td>
<td>41</td>
<td>40</td>
<td>11</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   137</td>
</tr>
<tr>
<td>08:00</td>
<td>2</td>
<td>0</td>
<td>6</td>
<td>22</td>
<td>28</td>
<td>19</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   16</td>
</tr>
<tr>
<td>09:00</td>
<td>3</td>
<td>1</td>
<td>15</td>
<td>25</td>
<td>17</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   69</td>
</tr>
<tr>
<td>10:00</td>
<td>0</td>
<td>1</td>
<td>16</td>
<td>22</td>
<td>8</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   51</td>
</tr>
<tr>
<td>11:00</td>
<td>4</td>
<td>2</td>
<td>8</td>
<td>13</td>
<td>27</td>
<td>10</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   65</td>
</tr>
<tr>
<td>12 PM</td>
<td>5</td>
<td>1</td>
<td>8</td>
<td>12</td>
<td>16</td>
<td>6</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   50</td>
</tr>
<tr>
<td>13:00</td>
<td>3</td>
<td>1</td>
<td>15</td>
<td>25</td>
<td>8</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   56</td>
</tr>
<tr>
<td>14:00</td>
<td>4</td>
<td>3</td>
<td>10</td>
<td>21</td>
<td>25</td>
<td>13</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   78</td>
</tr>
<tr>
<td>15:00</td>
<td>3</td>
<td>1</td>
<td>9</td>
<td>15</td>
<td>12</td>
<td>3</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   45</td>
</tr>
<tr>
<td>16:00</td>
<td>2</td>
<td>5</td>
<td>6</td>
<td>14</td>
<td>12</td>
<td>2</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   45</td>
</tr>
<tr>
<td>17:00</td>
<td>4</td>
<td>3</td>
<td>15</td>
<td>24</td>
<td>12</td>
<td>5</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   64</td>
</tr>
<tr>
<td>18:00</td>
<td>5</td>
<td>1</td>
<td>7</td>
<td>21</td>
<td>17</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   40</td>
</tr>
<tr>
<td>19:00</td>
<td>2</td>
<td>3</td>
<td>13</td>
<td>11</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   40</td>
</tr>
<tr>
<td>20:00</td>
<td>1</td>
<td>2</td>
<td>6</td>
<td>5</td>
<td>9</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   26</td>
</tr>
<tr>
<td>21:00</td>
<td>1</td>
<td>0</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   12</td>
</tr>
<tr>
<td>22:00</td>
<td>3</td>
<td>2</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   12</td>
</tr>
<tr>
<td>23:00</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0   2</td>
</tr>
</tbody>
</table>

**Total**: 48 37 123 250 318 157 40 6 0 0 0 0 0 0 979

**Daily**
- 15th Percentile: 22 MPH
- 50th Percentile: 30 MPH
- 85th Percentile: 36 MPH
- 95th Percentile: 39 MPH

**Statistics**
- Mean Speed (Average): 30 MPH
- 10 MPH Pace Speed: 26-35 MPH
- Number in Pace: 568
- Percent in Pace: 58.0%
- Number of Vehicles > 55 MPH: 0
- Percent of Vehicles > 55 MPH: 0.0%
## Counts Unlimited, Inc.

PO Box 1178  
Corona, CA 92878  
Phone: (951) 268-6288  
email: counts@countsunlimited.com

### Westbound

<table>
<thead>
<tr>
<th>Start Time</th>
<th>15</th>
<th>20</th>
<th>25</th>
<th>30</th>
<th>35</th>
<th>40</th>
<th>45</th>
<th>50</th>
<th>55</th>
<th>60</th>
<th>65</th>
<th>70</th>
<th>75</th>
<th>76</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/24/19</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>01:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>02:00</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>03:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>04:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>05:00</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>06:00</td>
<td>3</td>
<td>1</td>
<td>7</td>
<td>4</td>
<td>6</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>24</td>
</tr>
<tr>
<td>07:00</td>
<td>2</td>
<td>1</td>
<td>12</td>
<td>31</td>
<td>46</td>
<td>10</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>106</td>
</tr>
<tr>
<td>08:00</td>
<td>1</td>
<td>3</td>
<td>11</td>
<td>18</td>
<td>25</td>
<td>10</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>70</td>
</tr>
<tr>
<td>09:00</td>
<td>2</td>
<td>0</td>
<td>5</td>
<td>21</td>
<td>12</td>
<td>8</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>52</td>
</tr>
<tr>
<td>10:00</td>
<td>2</td>
<td>2</td>
<td>17</td>
<td>22</td>
<td>11</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>59</td>
</tr>
<tr>
<td>11:00</td>
<td>4</td>
<td>3</td>
<td>9</td>
<td>19</td>
<td>15</td>
<td>10</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>60</td>
</tr>
<tr>
<td>12 PM</td>
<td>4</td>
<td>2</td>
<td>22</td>
<td>19</td>
<td>21</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>74</td>
</tr>
<tr>
<td>13:00</td>
<td>7</td>
<td>5</td>
<td>18</td>
<td>26</td>
<td>21</td>
<td>6</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>84</td>
</tr>
<tr>
<td>14:00</td>
<td>16</td>
<td>14</td>
<td>26</td>
<td>42</td>
<td>24</td>
<td>6</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>131</td>
</tr>
<tr>
<td>15:00</td>
<td>10</td>
<td>12</td>
<td>23</td>
<td>45</td>
<td>25</td>
<td>5</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>122</td>
</tr>
<tr>
<td>16:00</td>
<td>5</td>
<td>8</td>
<td>27</td>
<td>40</td>
<td>22</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>108</td>
</tr>
<tr>
<td>17:00</td>
<td>6</td>
<td>4</td>
<td>22</td>
<td>34</td>
<td>22</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>92</td>
</tr>
<tr>
<td>18:00</td>
<td>6</td>
<td>4</td>
<td>21</td>
<td>28</td>
<td>12</td>
<td>5</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>77</td>
</tr>
<tr>
<td>19:00</td>
<td>2</td>
<td>2</td>
<td>13</td>
<td>18</td>
<td>13</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>52</td>
</tr>
<tr>
<td>20:00</td>
<td>6</td>
<td>5</td>
<td>14</td>
<td>7</td>
<td>6</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>40</td>
</tr>
<tr>
<td>21:00</td>
<td>1</td>
<td>4</td>
<td>10</td>
<td>5</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>26</td>
</tr>
<tr>
<td>22:00</td>
<td>2</td>
<td>3</td>
<td>5</td>
<td>3</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>18</td>
</tr>
<tr>
<td>23:00</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>1</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>80</td>
<td>74</td>
<td>268</td>
<td>392</td>
<td>300</td>
<td>93</td>
<td>15</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1225</td>
</tr>
</tbody>
</table>

### Daily
- 15th Percentile: 20 MPH
- 50th Percentile: 27 MPH
- 85th Percentile: 33 MPH
- 95th Percentile: 37 MPH

### Statistics
- Mean Speed (Average): 27 MPH
- 10 MPH Pace Speed: 26-35 MPH
- Number in Pace: 692
- Percent in Pace: 56.5%
- Number of Vehicles > 55 MPH: 0
- Percent of Vehicles > 55 MPH: 0.0%
|       | 1   | 18  | 21  | 26  | 31  | 36  | 41  | 46  | 51  | 56  | 61  | 66  | 71  | 76  | Total |
|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Time  |     |     |     |     |     |     |     |     |     |     |     |     |     |       |
|       | 01/24/19 |     |     |     |     |     |     |     |     |     |     |     |     | 6    |
|       | 00:00 |     |     |     |     |     |     |     |     |     |     |     |     | 5    |
|       | 02:00 |     |     |     |     |     |     |     |     |     |     |     |     | 3    |
|       | 03:00 |     |     |     |     |     |     |     |     |     |     |     |     | 8    |
|       | 04:00 |     |     |     |     |     |     |     |     |     |     |     |     | 12   |
|       | 05:00 |     |     |     |     |     |     |     |     |     |     |     |     | 34   |
|       | 06:00 |     |     |     |     |     |     |     |     |     |     |     |     | 68   |
|       | 07:00 |     |     |     |     |     |     |     |     |     |     |     |     | 243  |
|       | 08:00 |     |     |     |     |     |     |     |     |     |     |     |     | 151  |
|       | 09:00 |     |     |     |     |     |     |     |     |     |     |     |     | 121  |
|       | 10:00 |     |     |     |     |     |     |     |     |     |     |     |     | 110  |
|       | 11:00 |     |     |     |     |     |     |     |     |     |     |     |     | 125  |
|       | 12 PM |     |     |     |     |     |     |     |     |     |     |     |     | 124  |
|       | 13:00 |     |     |     |     |     |     |     |     |     |     |     |     | 140  |
|       | 14:00 |     |     |     |     |     |     |     |     |     |     |     |     | 209  |
|       | 15:00 |     |     |     |     |     |     |     |     |     |     |     |     | 167  |
|       | 16:00 |     |     |     |     |     |     |     |     |     |     |     |     | 153  |
|       | 17:00 |     |     |     |     |     |     |     |     |     |     |     |     | 156  |
|       | 18:00 |     |     |     |     |     |     |     |     |     |     |     |     | 133  |
|       | 19:00 |     |     |     |     |     |     |     |     |     |     |     |     | 92   |
|       | 20:00 |     |     |     |     |     |     |     |     |     |     |     |     | 66   |
|       | 21:00 |     |     |     |     |     |     |     |     |     |     |     |     | 38   |
|       | 22:00 |     |     |     |     |     |     |     |     |     |     |     |     | 30   |
|       | 23:00 |     |     |     |     |     |     |     |     |     |     |     |     | 10   |
| Total | 128 | 111 | 391 | 642 | 618 | 250 | 55  | 9   | 0   | 0   | 0   | 0   | 0   | 2204 |

**Daily**

- 15th Percentile: 21 MPH
- 50th Percentile: 28 MPH
- 85th Percentile: 34 MPH
- 95th Percentile: 30 MPH

**Statistics**

- Mean Speed (Average): 28 MPH
- 10 MPH Pace Speed: 26-35 MPH
- Number in Pace: 1260
- Percent in Pace: 57.2%
- Number of Vehicles > 55 MPH: 0
- Percent of Vehicles > 55 MPH: 0.0%
| Start Time | 01/24/19 | 01:00 | 02:00 | 03:00 | 04:00 | 05:00 | 06:00 | 07:00 | 08:00 | 09:00 | 10:00 | 11:00 | 12 PM | 13:00 | 14:00 | 15:00 | 16:00 | 17:00 | 18:00 | 19:00 | 20:00 | 21:00 | 22:00 | 23:00 | Total |
|------------|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 00:00      | 0        | 0     | 0     | 0     | 2     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 2     |
| 01:00      | 0        | 0     | 0     | 1     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 1     |
| 02:00      | 0        | 0     | 0     | 0     | 0     | 2     | 1     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 3     |
| 03:00      | 0        | 0     | 0     | 3     | 1     | 2     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 8     |
| 04:00      | 2        | 1     | 3     | 3     | 3     | 1     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 13    |
| 05:00      | 1        | 0     | 3     | 8     | 10    | 5     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 27    |
| 06:00      | 2        | 4     | 11    | 11    | 12    | 7     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 47    |
| 07:00      | 4        | 4     | 26    | 66    | 69    | 13    | 1     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 183   |
| 08:00      | 3        | 4     | 17    | 35    | 29    | 5     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 93    |
| 09:00      | 1        | 2     | 7     | 27    | 12    | 8     | 1     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 58    |
| 10:00      | 0        | 6     | 11    | 14    | 18    | 1     | 1     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 51    |
| 11:00      | 2        | 3     | 17    | 19    | 11    | 2     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 54    |
| 12 PM      | 0        | 3     | 7     | 7     | 2     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 19    |
| 13:00      | 0        | 4     | 12    | 4     | 3     | 2     | 0     | 0     | 0     | 1     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 26    |
| 14:00      | 9        | 8     | 11    | 6     | 2     | 2     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 38    |
| 15:00      | 3        | 3     | 6     | 3     | 1     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 17    |
| 16:00      | 3        | 7     | 11    | 8     | 1     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 30    |
| 17:00      | 4        | 5     | 20    | 18    | 10    | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 57    |
| 18:00      | 5        | 4     | 16    | 27    | 9     | 2     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 63    |
| 19:00      | 1        | 1     | 7     | 17    | 5     | 2     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 36    |
| 20:00      | 1        | 4     | 4     | 12    | 3     | 3     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 27    |
| 21:00      | 0        | 1     | 2     | 7     | 2     | 1     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 14    |
| 22:00      | 2        | 2     | 6     | 2     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 12    |
| 23:00      | 0        | 0     | 1     | 2     | 2     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 5     |
| Total      | 43       | 65    | 204   | 298   | 211   | 55    | 7     | 0     | 1     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 884   |

**Daily**
- 15th Percentile: 20 MPH
- 50th Percentile: 27 MPH
- 85th Percentile: 33 MPH
- 95th Percentile: 38 MPH

**Statistics**
- Mean Speed (Average): 27 MPH
- 10 MPH Pace Speed: 26-35 MPH
- Number in Pace: 509
- Percent in Pace: 57.6%
- Number of Vehicles > 55 MPH: 0
- Percent of Vehicles > 55 MPH: 0.0%
## Westbound

<table>
<thead>
<tr>
<th>Start</th>
<th>1</th>
<th>16</th>
<th>21</th>
<th>26</th>
<th>31</th>
<th>36</th>
<th>41</th>
<th>46</th>
<th>51</th>
<th>56</th>
<th>61</th>
<th>66</th>
<th>71</th>
<th>76</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time</td>
<td>15</td>
<td>20</td>
<td>25</td>
<td>30</td>
<td>35</td>
<td>40</td>
<td>45</td>
<td>50</td>
<td>55</td>
<td>60</td>
<td>65</td>
<td>70</td>
<td>75</td>
<td>999</td>
<td></td>
</tr>
<tr>
<td>01/24/19</td>
<td>0</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>02:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>03:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>04:00</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>05:00</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>17</td>
</tr>
<tr>
<td>06:00</td>
<td>1</td>
<td>1</td>
<td>6</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>17</td>
</tr>
<tr>
<td>07:00</td>
<td>9</td>
<td>3</td>
<td>24</td>
<td>62</td>
<td>50</td>
<td>14</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>28</td>
</tr>
<tr>
<td>08:00</td>
<td>1</td>
<td>4</td>
<td>11</td>
<td>21</td>
<td>30</td>
<td>5</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>73</td>
</tr>
<tr>
<td>09:00</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>25</td>
<td>14</td>
<td>9</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>53</td>
</tr>
<tr>
<td>10:00</td>
<td>0</td>
<td>4</td>
<td>26</td>
<td>15</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>62</td>
</tr>
<tr>
<td>11:00</td>
<td>2</td>
<td>8</td>
<td>22</td>
<td>19</td>
<td>14</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>67</td>
</tr>
<tr>
<td>12 PM</td>
<td>2</td>
<td>6</td>
<td>13</td>
<td>12</td>
<td>7</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>42</td>
</tr>
<tr>
<td>13:00</td>
<td>2</td>
<td>5</td>
<td>11</td>
<td>13</td>
<td>8</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>42</td>
</tr>
<tr>
<td>14:00</td>
<td>19</td>
<td>16</td>
<td>20</td>
<td>18</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>78</td>
</tr>
<tr>
<td>15:00</td>
<td>8</td>
<td>12</td>
<td>16</td>
<td>10</td>
<td>6</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>53</td>
</tr>
<tr>
<td>16:00</td>
<td>3</td>
<td>10</td>
<td>25</td>
<td>14</td>
<td>7</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>61</td>
</tr>
<tr>
<td>17:00</td>
<td>6</td>
<td>7</td>
<td>10</td>
<td>20</td>
<td>13</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>68</td>
</tr>
<tr>
<td>18:00</td>
<td>2</td>
<td>3</td>
<td>17</td>
<td>19</td>
<td>7</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>53</td>
</tr>
<tr>
<td>19:00</td>
<td>3</td>
<td>1</td>
<td>6</td>
<td>19</td>
<td>9</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>41</td>
</tr>
<tr>
<td>20:00</td>
<td>0</td>
<td>2</td>
<td>9</td>
<td>12</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>28</td>
</tr>
<tr>
<td>21:00</td>
<td>0</td>
<td>0</td>
<td>6</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>11</td>
</tr>
<tr>
<td>22:00</td>
<td>2</td>
<td>2</td>
<td>5</td>
<td>3</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>13</td>
</tr>
<tr>
<td>23:00</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>Total</td>
<td>60</td>
<td>87</td>
<td>238</td>
<td>306</td>
<td>211</td>
<td>53</td>
<td>6</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>903</td>
</tr>
</tbody>
</table>

**Daily**

- 15th Percentile: 19 MPH
- 50th Percentile: 26 MPH
- 85th Percentile: 33 MPH
- 95th Percentile: 36 MPH

**Statistics**

- Mean Speed (Average): 26 MPH
- 10 MPH Pace Speed: 21-30 MPH
- Number in Pace: 544
- Percent in Pace: 56.5%
- Number of Vehicles > 55 MPH: 0
- Percent of Vehicles > 55 MPH: 0.0%
## Counts Unlimited, Inc.

PO Box 1178  
Corona, CA 92878  
Phone: (951) 268-6268  
email: counts@countsunlimited.com

City of Perris  
7th Street  
B/ Perris Boulevard - D Street  
24 Hour Directional Speed Survey

### Eastbound, Westbound

<table>
<thead>
<tr>
<th>Start</th>
<th>1</th>
<th>16</th>
<th>21</th>
<th>26</th>
<th>31</th>
<th>36</th>
<th>41</th>
<th>46</th>
<th>51</th>
<th>56</th>
<th>61</th>
<th>66</th>
<th>71</th>
<th>76</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time</td>
<td>15</td>
<td>20</td>
<td>25</td>
<td>30</td>
<td>35</td>
<td>40</td>
<td>45</td>
<td>50</td>
<td>55</td>
<td>60</td>
<td>65</td>
<td>70</td>
<td>75</td>
<td>999</td>
<td></td>
</tr>
<tr>
<td>01/24/19</td>
<td>0</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>01:00</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>02:00</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>03:00</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>11</td>
</tr>
<tr>
<td>04:00</td>
<td>2</td>
<td>1</td>
<td>4</td>
<td>5</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>44</td>
</tr>
<tr>
<td>05:00</td>
<td>1</td>
<td>0</td>
<td>4</td>
<td>12</td>
<td>21</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>346</td>
</tr>
<tr>
<td>06:00</td>
<td>3</td>
<td>5</td>
<td>17</td>
<td>19</td>
<td>21</td>
<td>8</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>75</td>
</tr>
<tr>
<td>07:00</td>
<td>13</td>
<td>6</td>
<td>51</td>
<td>128</td>
<td>119</td>
<td>27</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>346</td>
</tr>
<tr>
<td>08:00</td>
<td>4</td>
<td>8</td>
<td>28</td>
<td>56</td>
<td>59</td>
<td>10</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>186</td>
</tr>
<tr>
<td>09:00</td>
<td>1</td>
<td>2</td>
<td>12</td>
<td>52</td>
<td>26</td>
<td>17</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>111</td>
</tr>
<tr>
<td>10:00</td>
<td>0</td>
<td>10</td>
<td>37</td>
<td>29</td>
<td>31</td>
<td>5</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>113</td>
</tr>
<tr>
<td>11:00</td>
<td>4</td>
<td>11</td>
<td>39</td>
<td>38</td>
<td>25</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>121</td>
</tr>
<tr>
<td>12 PM</td>
<td>2</td>
<td>9</td>
<td>20</td>
<td>19</td>
<td>9</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>61</td>
</tr>
<tr>
<td>13:00</td>
<td>2</td>
<td>9</td>
<td>23</td>
<td>17</td>
<td>11</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>68</td>
</tr>
<tr>
<td>14:00</td>
<td>28</td>
<td>24</td>
<td>31</td>
<td>24</td>
<td>7</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>116</td>
</tr>
<tr>
<td>15:00</td>
<td>11</td>
<td>15</td>
<td>22</td>
<td>13</td>
<td>7</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>70</td>
</tr>
<tr>
<td>16:00</td>
<td>6</td>
<td>17</td>
<td>36</td>
<td>22</td>
<td>8</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>91</td>
</tr>
<tr>
<td>17:00</td>
<td>10</td>
<td>12</td>
<td>30</td>
<td>38</td>
<td>23</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>115</td>
</tr>
<tr>
<td>18:00</td>
<td>7</td>
<td>7</td>
<td>33</td>
<td>46</td>
<td>16</td>
<td>6</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>116</td>
</tr>
<tr>
<td>19:00</td>
<td>4</td>
<td>2</td>
<td>13</td>
<td>36</td>
<td>17</td>
<td>4</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>77</td>
</tr>
<tr>
<td>20:00</td>
<td>1</td>
<td>6</td>
<td>13</td>
<td>24</td>
<td>7</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>55</td>
</tr>
<tr>
<td>21:00</td>
<td>0</td>
<td>1</td>
<td>8</td>
<td>12</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>25</td>
</tr>
<tr>
<td>22:00</td>
<td>4</td>
<td>4</td>
<td>11</td>
<td>5</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>25</td>
</tr>
<tr>
<td>23:00</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>11</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>103</strong></td>
<td><strong>152</strong></td>
<td><strong>442</strong></td>
<td><strong>604</strong></td>
<td><strong>422</strong></td>
<td><strong>108</strong></td>
<td><strong>13</strong></td>
<td><strong>2</strong></td>
<td><strong>1</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>1847</strong></td>
</tr>
</tbody>
</table>

### Statistics

- **Mean Speed (Average):** 27 MPH
- **10 MPH Pace Speed:** 21-30 MPH
- **Number in Pace:** 1046
- **Percent in Pace:** 56.6%
- **Number of Vehicles > 55 MPH:** 0
- **Percent of Vehicles > 55 MPH:** 0.0%

Daily: 15th Percentile: 20 MPH  
50th Percentile: 26 MPH  
85th Percentile: 33 MPH  
95th Percentile: 36 MPH
Appendix C

Collision Data
<table>
<thead>
<tr>
<th>City/County</th>
<th>Primary Collision Factor</th>
<th>Violation</th>
<th>Collsion Type</th>
<th>Postmile Prefix</th>
<th>Postmile Side of Hwy</th>
<th>Time</th>
<th>Day</th>
<th>TUE</th>
<th>Wed</th>
<th>Y</th>
<th>Process Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverside</td>
<td>UNSAFE SPEED</td>
<td>22350</td>
<td>SIDESWIPE</td>
<td>N3672</td>
<td>N</td>
<td>0600</td>
<td>TUE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Riverside</td>
<td>RO-W AUTO</td>
<td>21802A</td>
<td>BROADSIDE</td>
<td>3552</td>
<td>N</td>
<td>1750</td>
<td>Wed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Riverside</td>
<td>CLEAR</td>
<td>23152A</td>
<td>HEAD-ON</td>
<td>4487</td>
<td>N</td>
<td>2100</td>
<td>Wed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Riverside</td>
<td>IMPROP TURN</td>
<td>22107</td>
<td>SIDESWIPE</td>
<td>4030</td>
<td>N</td>
<td>2500</td>
<td>Sun</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Riverside</td>
<td>CLEAR</td>
<td>22450A</td>
<td>HEAD-ON</td>
<td>3552</td>
<td>N</td>
<td>1904</td>
<td>Tue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Count:** 429

**Jurisdiction(s):** Riverside County

**Report Run On:** 01/11/2019

**Include State Highways cases**
<table>
<thead>
<tr>
<th>Party Info</th>
<th>Move Pre</th>
<th>Dir</th>
<th>SW Veh</th>
<th>CHP Veh</th>
<th>Make</th>
<th>Year</th>
<th>SP Info</th>
<th>OAF1</th>
<th>OAF2</th>
<th>Safety Equip</th>
</tr>
</thead>
<tbody>
<tr>
<td>1F DRVR 39 M W HNBD</td>
<td>PROC ST</td>
<td>S D</td>
<td>2200</td>
<td>CHEVR 2009</td>
<td>3</td>
<td>N</td>
<td>-</td>
<td>L</td>
<td>G</td>
<td></td>
</tr>
<tr>
<td>2 DRVR 23 F H HNBD</td>
<td>PROC ST</td>
<td>E A</td>
<td>0100</td>
<td>CHEVR 2014</td>
<td>3</td>
<td>N</td>
<td>-</td>
<td>L</td>
<td>G</td>
<td></td>
</tr>
<tr>
<td>1F DRVR 18 M A HNBD</td>
<td>PROC ST</td>
<td>S D</td>
<td>2200</td>
<td>TOYOT 2006</td>
<td>3</td>
<td>N</td>
<td>-</td>
<td>M</td>
<td>G</td>
<td></td>
</tr>
<tr>
<td>2 DRVR 25 F H HNBD</td>
<td>PROC ST</td>
<td>W A</td>
<td>0700</td>
<td>TOYOT 2006</td>
<td>3</td>
<td>N</td>
<td>-</td>
<td>M</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>1F DRVR 18 M H HNBD</td>
<td>PROC ST</td>
<td>E A</td>
<td>0100</td>
<td>INFIN 2006</td>
<td>3</td>
<td>N</td>
<td>-</td>
<td>L</td>
<td>G</td>
<td></td>
</tr>
<tr>
<td>2 PRKRD 096</td>
<td>PARKED</td>
<td>A</td>
<td>0100</td>
<td>SUBAR 2011</td>
<td>3</td>
<td>N</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 PRKRD 985</td>
<td>PARKED</td>
<td>A</td>
<td>0100</td>
<td>TOYOT 2017</td>
<td>3</td>
<td>N</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 PRKRD 985</td>
<td>PARKED</td>
<td>A</td>
<td>0700</td>
<td>CHEVR 2007</td>
<td>3</td>
<td>N</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1F DRVR 25 F H HNBD</td>
<td>PROC ST</td>
<td>N A</td>
<td>0100</td>
<td>KIA 2012</td>
<td>3</td>
<td>F</td>
<td>-</td>
<td>M</td>
<td>G</td>
<td></td>
</tr>
<tr>
<td>2 DRVR 71 F W HNBD</td>
<td>PROC ST</td>
<td>E A</td>
<td>0100</td>
<td>CHEVR 2015</td>
<td>3</td>
<td>N</td>
<td>-</td>
<td>L</td>
<td>G</td>
<td></td>
</tr>
<tr>
<td>1F DRVR 988 M H IMP UNK</td>
<td>PROC ST</td>
<td>N A</td>
<td>0100</td>
<td>-</td>
<td>-</td>
<td>N</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 DRVR 54 F H HNBD</td>
<td>STOPPED</td>
<td>N A</td>
<td>0700</td>
<td>MBSA 2015</td>
<td>3</td>
<td>N</td>
<td>-</td>
<td>M</td>
<td>G</td>
<td></td>
</tr>
</tbody>
</table>

*This report is subject to the Terms of Use. Due to collision records processing backlogs, SMWRS data is typically seven months behind. Data requested for dates seven months prior to the current date will be incomplete.
<table>
<thead>
<tr>
<th>Primary Rd</th>
<th>DISTANCE (ft)</th>
<th>DIRECTION</th>
<th>STREET</th>
<th>NCIC</th>
<th>STATE HWY</th>
<th>TYPE</th>
<th>OCCUPANTS</th>
<th>RAMP</th>
<th>LODGE</th>
<th>LOC TYPE</th>
<th>PARTY INFO</th>
<th>VICTIM INFO</th>
<th>ROLE</th>
<th>Ext Of Inj</th>
<th>AGE</th>
<th>AGE</th>
<th>SOLT</th>
<th>INJURY</th>
<th>EXEJ</th>
<th>EJECTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>CORTE SAN LUIS</td>
<td>40</td>
<td>N</td>
<td>RIVER</td>
<td>3300</td>
<td>N</td>
<td>Route</td>
<td>4258</td>
<td>20170702</td>
<td>3223</td>
<td>S</td>
<td>PRD</td>
<td>998</td>
<td>PARKED</td>
<td>S</td>
<td>A</td>
<td>0700</td>
<td>GMC</td>
<td>2011</td>
<td>-</td>
<td>N</td>
</tr>
<tr>
<td>PERRIS</td>
<td>4</td>
<td>Rpt Dist 916B</td>
<td>032</td>
<td>CalTrans</td>
<td>Badge</td>
<td>0</td>
<td>No Injured</td>
<td>0</td>
<td>Tow Away</td>
<td>Y</td>
<td>Process Date 20170713</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WEATHER</td>
<td>CLEAR</td>
<td>Weather2</td>
<td>Rdwy Surface DRY</td>
<td>Rowdy Cond 1</td>
<td>NO UNUSL CND</td>
<td>Rowdy Cond 2</td>
<td>Spec Cond</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RSU</td>
<td>12</td>
<td>MDSDMN</td>
<td>Motor Vehicle Involved with PKD MV</td>
<td>Lighting</td>
<td>DARK ST</td>
<td>Ped Action</td>
<td>Cntlr</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRIMARY RD</th>
<th>DISTANCE (ft)</th>
<th>DIRECTION</th>
<th>STREET</th>
<th>NCIC</th>
<th>STATE HWY</th>
<th>TYPE</th>
<th>OCCUPANTS</th>
<th>RAMP</th>
<th>LODGE</th>
<th>LOC TYPE</th>
<th>PARTY INFO</th>
<th>VICTIM INFO</th>
<th>ROLE</th>
<th>Ext Of Inj</th>
<th>AGE</th>
<th>AGE</th>
<th>SOLT</th>
<th>INJURY</th>
<th>EXEJ</th>
<th>EJECTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUDURES WY</td>
<td>12</td>
<td>B</td>
<td>RIVER</td>
<td>3300</td>
<td>N</td>
<td>Route</td>
<td>N3554</td>
<td>20171127</td>
<td>0852</td>
<td>D</td>
<td>DRVR</td>
<td>998</td>
<td>IMP UNK</td>
<td>M</td>
<td>B</td>
<td>0800</td>
<td>CHRYS</td>
<td>2005</td>
<td>-</td>
<td>N</td>
</tr>
<tr>
<td>PERRIS</td>
<td>4</td>
<td>Rpt Dist 916A</td>
<td>033</td>
<td>CalTrans</td>
<td>Badge</td>
<td>0</td>
<td>No Injured</td>
<td>0</td>
<td>Tow Away</td>
<td>Y</td>
<td>Process Date 20180119</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WEATHER</td>
<td>CLEAR</td>
<td>Weather2</td>
<td>Rdwy Surface DRY</td>
<td>Rowdy Cond 1</td>
<td>NO UNUSL CND</td>
<td>Rowdy Cond 2</td>
<td>Spec Cond</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RSU</td>
<td>12</td>
<td>MDSDMN</td>
<td>Motor Vehicle Involved with FIXED OBJ</td>
<td>Lighting</td>
<td>DAYLIGHT</td>
<td>Ped Action</td>
<td>Cntlr</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRIMARY RD</th>
<th>DISTANCE (ft)</th>
<th>DIRECTION</th>
<th>STREET</th>
<th>NCIC</th>
<th>STATE HWY</th>
<th>TYPE</th>
<th>OCCUPANTS</th>
<th>RAMP</th>
<th>LODGE</th>
<th>LOC TYPE</th>
<th>PARTY INFO</th>
<th>VICTIM INFO</th>
<th>ROLE</th>
<th>Ext Of Inj</th>
<th>AGE</th>
<th>AGE</th>
<th>SOLT</th>
<th>INJURY</th>
<th>EXEJ</th>
<th>EJECTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>D ST</td>
<td>130</td>
<td>S</td>
<td>RIVER</td>
<td>3300</td>
<td>N</td>
<td>Route</td>
<td>3552</td>
<td>20170727</td>
<td>1641</td>
<td>D</td>
<td>DRVR</td>
<td>22</td>
<td>M</td>
<td>H</td>
<td>HNBD</td>
<td>U TURN</td>
<td>N</td>
<td>A</td>
<td>0100</td>
<td>TOYOT</td>
</tr>
<tr>
<td>PERRIS</td>
<td>4</td>
<td>Rpt Dist 916D</td>
<td>035</td>
<td>CalTrans</td>
<td>Badge</td>
<td>0</td>
<td>No Injured</td>
<td>0</td>
<td>Tow Away</td>
<td>N</td>
<td>Process Date 20180117</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WEATHER</td>
<td>CLEAR</td>
<td>Weather2</td>
<td>Rdwy Surface DRY</td>
<td>Rowdy Cond 1</td>
<td>NO UNUSL CND</td>
<td>Rowdy Cond 2</td>
<td>Spec Cond</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RSU</td>
<td>12</td>
<td>MDSDMN</td>
<td>Motor Vehicle Involved with OTHER MV</td>
<td>Lighting</td>
<td>DAYLIGHT</td>
<td>Ped Action</td>
<td>Cntlr</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRIMARY RD</th>
<th>DISTANCE (ft)</th>
<th>DIRECTION</th>
<th>STREET</th>
<th>NCIC</th>
<th>STATE HWY</th>
<th>TYPE</th>
<th>OCCUPANTS</th>
<th>RAMP</th>
<th>LODGE</th>
<th>LOC TYPE</th>
<th>PARTY INFO</th>
<th>VICTIM INFO</th>
<th>ROLE</th>
<th>Ext Of Inj</th>
<th>AGE</th>
<th>AGE</th>
<th>SOLT</th>
<th>INJURY</th>
<th>EXEJ</th>
<th>EJECTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>D ST</td>
<td>130</td>
<td>S</td>
<td>RIVER</td>
<td>3300</td>
<td>N</td>
<td>Route</td>
<td>3672</td>
<td>20170113</td>
<td>0740</td>
<td>D</td>
<td>DRVR</td>
<td>22</td>
<td>M</td>
<td>H</td>
<td>HNBD</td>
<td>U TURN</td>
<td>N</td>
<td>A</td>
<td>0100</td>
<td>TOYOT</td>
</tr>
<tr>
<td>D ST</td>
<td>130</td>
<td>S</td>
<td>RIVER</td>
<td>3300</td>
<td>N</td>
<td>Route</td>
<td>4579</td>
<td>20170906</td>
<td>1458</td>
<td>D</td>
<td>DRVR</td>
<td>22</td>
<td>M</td>
<td>H</td>
<td>HNBD</td>
<td>U TURN</td>
<td>N</td>
<td>A</td>
<td>0100</td>
<td>TOYOT</td>
</tr>
</tbody>
</table>

This report is accepted subject to the Terms of Use. Due to collision records processing backlogs, SWMTRS data is typically seven months behind. Data requested for dates seven months prior to the current date will be incomplete.
<table>
<thead>
<tr>
<th>Location</th>
<th>Details</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Primary Rd</strong></td>
<td>6TH ST</td>
<td>Side of Hwy</td>
</tr>
<tr>
<td><strong>City</strong></td>
<td>Riverside</td>
<td>Violation</td>
</tr>
<tr>
<td><strong>Weather</strong></td>
<td>CLEAR</td>
<td>Collison Type</td>
</tr>
<tr>
<td><strong>Hit and Run</strong></td>
<td>Motor Vehicle Involved</td>
<td>OFF</td>
</tr>
<tr>
<td><strong>Victim Info</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Party Info</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Age</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sex</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>EQUIP</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ejected</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ramp/Int</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

| **Primary Rd** | 7TH ST | Side of Hwy  | 3300 State Hwy? | N Route | Postmilk Prefix | Postmilk | Collison Date | Time | Day | THU |
| **City** | Riverside | Violation | 21802A | BROADSIDE | NO UNSL CNLD | N M | 20180315 | 0755 | - | |
| **Weather** | CLEAR | Collison Type | 0 | Severity | INJURY | Spec Cond | 0 |
| **Hit and Run** | Motor Vehicle Involved | OFF | 4 | 0 | 0 | 2 Tow Away? | N |
| **Victim Info** | | | | | | | |
| **Party Info** | | | | | | | |
| **Age** | | | | | | | |
| **Sex** | | | | | | | |
| **EQUIP** | | | | | | | |
| **Ejected** | | | | | | | |
| **Ramp/Int** | | | | | | | |

---

| **Primary Rd** | 7TH ST | Side of Hwy  | 3300 State Hwy? | N Route | Postmilk Prefix | Postmilk | Collison Date | Time | Day | SUN |
| **City** | Riverside | Violation | 21658A | BROADSIDE | NO UNSL CNLD | N M | 20180520 | 0223 | - | |
| **Weather** | CLEAR | Collison Type | 0 | Severity | INJURY | Spec Cond | 0 |
| **Hit and Run** | Motor Vehicle Involved | OFF | 4 | 0 | 0 | 2 Tow Away? | Y |
| **Victim Info** | | | | | | | |
| **Party Info** | | | | | | | |
| **Age** | | | | | | | |
| **Sex** | | | | | | | |
| **EQUIP** | | | | | | | |
| **Ejected** | | | | | | | |
| **Ramp/Int** | | | | | | | |

---

| **Primary Rd** | A ST | Side of Hwy  | 3300 State Hwy? | N Route | Postmilk Prefix | Postmilk | Collison Date | Time | Day | TUE |
| **City** | Riverside | Violation | 21802A | BROADSIDE | NO UNSL CNLD | N M | 20180717 | 1255 | - | |
| **Weather** | CLEAR | Collison Type | 0 | Severity | INJURY | Spec Cond | 0 |
| **Hit and Run** | Motor Vehicle Involved | OFF | 4 | 0 | 0 | 2 Tow Away? | N |
| **Victim Info** | | | | | | | |
| **Party Info** | | | | | | | |
| **Age** | | | | | | | |
| **Sex** | | | | | | | |
| **EQUIP** | | | | | | | |
| **Ejected** | | | | | | | |
| **Ramp/Int** | | | | | | | |

---

| **Primary Rd** | A ST | Side of Hwy  | 3300 State Hwy? | N Route | Postmilk Prefix | Postmilk | Collison Date | Time | Day | WED |
| **City** | Riverside | Violation | 21658A | BROADSIDE | NO UNSL CNLD | N M | 20180418 | 0705 | - | |
| **Weather** | CLEAR | Collison Type | 0 | Severity | INJURY | Spec Cond | 0 |
| **Hit and Run** | Motor Vehicle Involved | OFF | 4 | 0 | 0 | 2 Tow Away? | N |
| **Victim Info** | | | | | | | |
| **Party Info** | | | | | | | |
| **Age** | | | | | | | |
| **Sex** | | | | | | | |
| **EQUIP** | | | | | | | |
| **Ejected** | | | | | | | |
| **Ramp/Int** | | | | | | | |

---

| **Primary Rd** | 6TH ST | Side of Hwy  | 3300 State Hwy? | N Route | Postmilk Prefix | Postmilk | Collison Date | Time | Day | |
| **City** | Riverside | Violation | 22450A | BROADSIDE | NO UNSL CNLD | N M | 20180706 | - | - | |
| **Weather** | CLEAR | Collison Type | 0 | Severity | INJURY | Spec Cond | 0 |
| **Hit and Run** | Motor Vehicle Involved | OFF | 4 | 0 | 0 | 2 Tow Away? | Y |
| **Victim Info** | | | | | | | |
| **Party Info** | | | | | | | |
| **Age** | | | | | | | |
| **Sex** | | | | | | | |
| **EQUIP** | | | | | | | |
| **Ejected** | | | | | | | |
| **Ramp/Int** | | | | | | | |

---

This report is accepted subject to the Terms of Use. Due to collision records processing backlogs, SWHRS data is typically seven months behind. Data requested for dates seven months prior to the current date will be unavailable.
MEETING DATE: February 26, 2019

SUBJECT: Equipment Purchase Agreement with Leotek Electronics USA, LLC. For LS-1 Street Light Retrofit Project

REQUESTED ACTION: Approve the Equipment Purchase Agreement with Leotek Electronics USA LLC. for the Streetlight Retrofit Project, and authorize the City Manager to execute the Contract, subject to non-substantive changes from the City Attorney’s Office.

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION:

On March 28, 2017 the City Council approved the Purchase and Sales & No-fee License Agreements for the acquisition of over 4,140 SCE Owned LS-1 Streetlights. At that meeting, City Council also directed City Staff to negotiate maintenance Agreement terms with WRCOG to provide for the LED retrofit and on-going maintenance of the recently acquired streetlights. To date, the City of Perris has executed a maintenance and retrofit agreement with WRCOG and their third party Contractor Siemens Industry, Inc., whom WRCOG selected during a competitive procurement process. However, tonight, the City Council is being asked to consider awarding the LED lighting and equipment purchase agreement directly between the City of Perris and Leotek Electronics USA LLC., whom City staff have determined to be the lowest most responsive bidder, identified during WRCOG’s competitive procurement process.

WRCOG’s selection committee determined California Electric Supply/GE to be the lowest most responsive bidder to supply lighting and equipment to the region as a whole. However, due to the unique inventory of existing lighting within Perris, and the selection of a particular Lighting Condition Choice, Choice B, Leotek Electronics USA LLC. actually represents the lowest most responsive bidder for the City of Perris. The overall long term cost savings to the City of Perris based on an award to California Electric Supply/GE is estimated at $4,461,829; long term cost savings based on award to Leotek Electronics is estimated to be $4,893,848. Therefore, an award to Leotek Electronics results in a net 20 year estimated savings of $432,019 to the City of Perris. (See Attachment #1). As such, staff recommends that the City Council award the LED lighting and equipment purchase Contract to Leotek Electronics USA, LLC.

EVALUATION AND SELECTION PROCESS

In addition to Perris, ten other jurisdictions in Riverside will be purchasing their LS-1 streetlights from SCE. As the 11 jurisdictions within Western Riverside County readied themselves for subsequent ownership of these systems, WRCOG was asked to pursue a regional procurement, retrofit, and maintenance program on behalf of the participating jurisdictions.

WRCOG’s program was also supposed to include the purchase of equipment and LED lights provided by a different third party supplier, selected by a separate competitive procurement process. Numerous jurisdictions, including the City of Perris, were invited to participate in the selection process. The final top two candidates selected during WRCOG’s procurement process were California Electric Supply/GE, and Leotek Electronics USA LLC. WRCOG’s Staff Reports dated April 2 and June 22, 2018, summarize the procurement process (See Attachment 2).
On September 21, 2017, WRCOG released an RFQ to solicit suppliers interested in providing WRCOG’s member jurisdictions with LED lights for the replacement of jurisdiction-owned streetlights. On December 21, 2017, the RFQ closed and staff received proposals from 11 different lighting vendors. WRCOG formed an Evaluation Committee consisting of WRCOG’s financial consultant (PFM), O&M contractor (Siemens), and interested jurisdictions involved in the Program.

PART 1 EVALUATION

Part 1 of the evaluation process consisted of a review of each vendors responsiveness to the requirements of the RFQ. As a result, 4 of the 11 vendors were deemed unresponsive, and were therefore ineligible to continue along the evaluation process.

PART 2 EVALUATION

During Part 2 of the evaluation process, each jurisdiction was asked to provide an overall ranking of the remaining vendors based on capability, scheduling, project costs, and background/references. Leotek Electronics USA LLC, was overwhelmingly selected by the entire committee, followed by 6 other finalists: 1) Leotek Electronics, 2) Graybar Phillips, 3) Cree, 4) Anixter-Howard, 5) GONLED-Acuity, 6) California Electric/GE, and 7) Walter-Acuity (See Attachment 3).

PART 3 EVALUATION SUB-PARTS A & B

Part 3 of the evaluation process was a two part evaluation of the lighting itself: Sub-part A and Sub-Part B. In “Sub-Part A” each jurisdiction was asked to provide an overall ranking based on how each LED light bulb performed under three lighting conditions, A, B, or C.

Lighting Condition Choice Based on Individual Jurisdiction Preference

Every incumbent luminaire can be replaced with either
  A. luminaire that matches or improves the minimum light levels
  B. A luminaire that improves minimum light levels and matches average light levels
  C. A luminaire that increases all light levels by at least 15%

Perception
  A. Comparable to existing street lighting
  B. Slightly brighter than existing street lighting
  C. Much brighter than existing street lighting

The Part 3, Sub-Part B ranking was provided by electrical engineering experts. The evaluation was based on a technical review of the LED lighting itself, and the LED lights ability to meet the lighting levels required to meet Condition A, Condition B, or Condition C. The experts then provided the following overall ranking based on how well the LED Lights met all three A, B and C Conditions: 1) California Electric/GE, 2) Acuity (both GONLED and Walter), 3) Leotek Electronics, 4) Cree, 5) Anixter-Howard , 6) Graybar Phillips.

Their evaluation was provided to the entire selection committee for their consideration. The selection committee split between: 1) Leotek Electronics and 2) California Electric/GE. As a result only these 2 of the original 11 continued on with the evaluation Process.(See Attachment 4).
Part 4 Evaluation Long Term Cost and Energy Savings

Before a final recommendation could be provided by WRCOG's Selection Committee, the Committee requested that WRCOG conduct a long term analysis of the GE and Leotek products based on the unique circumstances of each jurisdiction. For example, the City of Perris had differing numbers of existing lamps in the 100w and 200w category; therefore, based on GE and Leotek pricing and the energy savings of each fixture, each jurisdiction would either be adversely affected or would benefit depending upon the final product selected by the Committee. The final analysis considered all factors including retrofit cost per pole, and SCE incentives (based on energy usage). According to the analysis conducted by WRCOG, 6 of the 11 jurisdictions stood to benefit financially through the selection of the GE fixture proposed by California Electric Supply. The same analysis showed that 5 of the 11 jurisdictions, including the City of Perris, would be adversely affected though the selection of the GE fixture. (See Attachment 1). However, per the final analysis and recommendation of the Evaluation Committee, the selected lighting fixture is General Electric (GE), which is provided by its local distributor, California Electric Supply.

STAFF RECOMMENDATION

City Staff was involved throughout WRCOG's standard request for quotation process (RFQ) to select the equipment supplier. WRCOG solicited proposals from various firms, and received a total of eleven (11) proposals from lighting vendors. After analyzing each written proposal, City staff determined that Leotek Electronics USA, LLC met or exceeded the RFQ requirements.

If the contract is awarded by the City Council, Staff will review the required insurance documents, and request that the City Attorney review and approve the contract services agreement. Therefore, staff is recommending that the City Council authorize the City Manager to execute the Contract between the City of Perris and with Leotek Electronics USA, LLC, in the amount of $445,692, with an additional 10% for contingencies.

BUDGET (or FISCAL) IMPACT:

The Equipment Purchase Contract amount with Leotek Electronics USA, LLC would be $445,692, and the additional 10% contingency would be $44,569. Funding for the LS-1 Streetlight Purchase and LED Lighting Retrofit Project is available in the Finance Package with Banc of America Leasing and Capital, LLC, which was previously approved and authorized by City Council in Resolution #5263. Therefore no additional funds are required.

REVIEWED BY:

City Attorney: 2-9-19
Assistant City Manager:
Director of Finance:

Attachment(s): Attachment 1, 2, 3, 4 Draft Agreement

Consent: X
Public Hearing:
Business Item:
Other:
ATTACHMENT 1
## WRCOG Streetlight Retrofit Cost Comparison: LeoTek vs. GE

<table>
<thead>
<tr>
<th></th>
<th>Hemet</th>
<th>Lake Elsinore</th>
<th>Menifee</th>
<th>Murrieta</th>
<th>Perris</th>
<th>San Jacinto</th>
<th>Temecula</th>
<th>Wildomar</th>
<th>Moreno Valley</th>
<th>Eastvale (4,039 poles)</th>
<th>JCSD (1,895 poles)</th>
<th>Region Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Retrofit Cost per Pole</strong></td>
<td>$1,931.29</td>
<td>$2,049.90</td>
<td>$1,956.55</td>
<td>$2,000.28</td>
<td>$1,974.40</td>
<td>$1,985.61</td>
<td>$2,061.09</td>
<td>$1,956.61</td>
<td>$1,911.17</td>
<td>$1,922.03</td>
<td>$1,871.95</td>
<td>$1,967.76</td>
</tr>
<tr>
<td><strong>Total Financed Amount</strong></td>
<td>$3,048,986</td>
<td>$4,481,076</td>
<td>$5,138,000</td>
<td>$5,493,684</td>
<td>$4,871,281</td>
<td>$5,163,192</td>
<td>$5,003,271</td>
<td>$4,881,612</td>
<td>$5,011,835</td>
<td>$4,976,155</td>
<td>$4,867,039</td>
<td>$4,921,003</td>
</tr>
<tr>
<td><strong>SCE Incentives</strong></td>
<td>$390,723</td>
<td>$366,134</td>
<td>$330,307</td>
<td>$318,184</td>
<td>$486,663</td>
<td>$163,290</td>
<td>$380,553</td>
<td>$1,226</td>
<td>$1,000,583</td>
<td>$424,765</td>
<td>$160,437</td>
<td>$568,885,345</td>
</tr>
<tr>
<td><strong>20 yr Net Savings</strong></td>
<td>$1,804,785</td>
<td>$2,617,946</td>
<td>$8,047,022</td>
<td>$6,074,535</td>
<td>$4,893,848</td>
<td>$1,316,372</td>
<td>$10,114,952</td>
<td>$1,778,473</td>
<td>$14,888,833</td>
<td>$4,390,296</td>
<td>$1,659,481</td>
<td>$568,885,345</td>
</tr>
</tbody>
</table>

## October 2017 Cash Flows

<table>
<thead>
<tr>
<th></th>
<th>Hemet</th>
<th>Lake Elsinore</th>
<th>Menifee</th>
<th>Murrieta</th>
<th>Perris</th>
<th>San Jacinto</th>
<th>Temecula</th>
<th>Wildomar</th>
<th>Moreno Valley</th>
<th>Eastvale (4,039 poles)</th>
<th>JCSD (1,895 poles)</th>
<th>Region Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Retrofit Cost per Pole</strong></td>
<td>$1,311.67</td>
<td>$242.30</td>
<td>$227.40</td>
<td>$206.80</td>
<td>$224.78</td>
<td>$215.16</td>
<td>$210.24</td>
<td>$205.84</td>
<td>$217.57</td>
<td>$215.52</td>
<td>$213.02</td>
<td>$212.48</td>
</tr>
<tr>
<td><strong>Total Financed Amount</strong></td>
<td>$3,907,274</td>
<td>$5,006,000</td>
<td>$6,536,315</td>
<td>$6,551,684</td>
<td>$4,701,457</td>
<td>$2,760,813</td>
<td>$7,359,425</td>
<td>$1,255,469</td>
<td>$7,448,736</td>
<td>$4,491,640</td>
<td>$2,199,493</td>
<td>$498,417,757</td>
</tr>
<tr>
<td><strong>SCE Incentives</strong></td>
<td>$442,419</td>
<td>$351,766</td>
<td>$340,380</td>
<td>$235,037</td>
<td>$506,445</td>
<td>$167,373</td>
<td>$497,115</td>
<td>$61,368</td>
<td>$1,024,402</td>
<td>$434,629</td>
<td>$1,515,566</td>
<td>$4,212,501</td>
</tr>
<tr>
<td><strong>20 yr Net Savings</strong></td>
<td>$2,493,657</td>
<td>$3,797,950</td>
<td>$8,581,604</td>
<td>$6,931,062</td>
<td>$4,461,829</td>
<td>$1,267,470</td>
<td>$11,374,212</td>
<td>$1,945,553</td>
<td>$13,353,714</td>
<td>$4,057,497</td>
<td>$1,393,481</td>
<td>$5,662,029</td>
</tr>
</tbody>
</table>

**Difference (LeoTek -> GE)**

<table>
<thead>
<tr>
<th></th>
<th>Hemet</th>
<th>Lake Elsinore</th>
<th>Menifee</th>
<th>Murrieta</th>
<th>Perris</th>
<th>San Jacinto</th>
<th>Temecula</th>
<th>Wildomar</th>
<th>Moreno Valley</th>
<th>Eastvale (4,039 poles)</th>
<th>JCSD (1,895 poles)</th>
<th>Region Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Retrofit Cost per Pole</strong></td>
<td>$116.67</td>
<td>$20.01</td>
<td>$10.85</td>
<td>$6.51</td>
<td>$27.38</td>
<td>$19.55</td>
<td>$4.16</td>
<td>$9.34</td>
<td>$24.40</td>
<td>$23.49</td>
<td>$31.07</td>
<td>$15.72</td>
</tr>
<tr>
<td><strong>Total Financed Amount</strong></td>
<td>$11,239</td>
<td>$66,923</td>
<td>$57,876</td>
<td>$44,185</td>
<td>$118,040</td>
<td>$37,345</td>
<td>$32,988</td>
<td>$16,654</td>
<td>$24,078</td>
<td>$24,650</td>
<td>$61,831</td>
<td>$808,718</td>
</tr>
<tr>
<td><strong>SCE Incentives</strong></td>
<td>$52,146</td>
<td>$154,968</td>
<td>$36,074</td>
<td>$51,853</td>
<td>$19,762</td>
<td>$8,453</td>
<td>$107,562</td>
<td>$10,142</td>
<td>$23,819</td>
<td>$9,925</td>
<td>$8,872</td>
<td>$291,496</td>
</tr>
<tr>
<td><strong>20 yr Net Savings</strong></td>
<td>$688,872</td>
<td>$1,180,004</td>
<td>$534,582</td>
<td>$855,527</td>
<td>$412,019</td>
<td>$48,902</td>
<td>$1,259,260</td>
<td>$171,079</td>
<td>$835,119</td>
<td>$332,799</td>
<td>$256,001</td>
<td>$2,775,484</td>
</tr>
</tbody>
</table>

---

1. SCE liberal energy rate escalation set at 2.5%
<table>
<thead>
<tr>
<th>City</th>
<th>Hemet</th>
<th>Lake Elsinore</th>
<th>Menifee</th>
<th>Murrieta</th>
<th>Perris</th>
<th>San Jacinto</th>
<th>Temecula</th>
<th>Wildomar</th>
<th>Moreno Valley</th>
<th>Eastvale w/JCSD</th>
<th>JCSD less Eastvale</th>
</tr>
</thead>
<tbody>
<tr>
<td>50W HPS</td>
<td>1,745</td>
<td></td>
<td>314</td>
<td>105</td>
<td>171</td>
<td>13</td>
<td>4</td>
<td>53</td>
<td>3,520</td>
<td>458</td>
<td>1</td>
</tr>
<tr>
<td>70W HPS</td>
<td>105</td>
<td></td>
<td>9</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>56</td>
<td>2</td>
<td>15</td>
</tr>
<tr>
<td>100W HPS</td>
<td>314</td>
<td>96</td>
<td>69</td>
<td>1,745</td>
<td></td>
<td>13</td>
<td></td>
<td></td>
<td>56</td>
<td>114</td>
<td>13</td>
</tr>
<tr>
<td>150W HPS</td>
<td>3,520</td>
<td>13</td>
<td>13</td>
<td>105</td>
<td>171</td>
<td>13</td>
<td>9</td>
<td>123</td>
<td>1,745</td>
<td>105</td>
<td>58</td>
</tr>
<tr>
<td>250W HPS</td>
<td>1,745</td>
<td>105</td>
<td>13</td>
<td>314</td>
<td></td>
<td>13</td>
<td>9</td>
<td>313</td>
<td>5,520</td>
<td>458</td>
<td>15</td>
</tr>
<tr>
<td>400W HPS</td>
<td>13</td>
<td>9</td>
<td>13</td>
<td>3,520</td>
<td>13</td>
<td>13</td>
<td>9</td>
<td>13</td>
<td>13</td>
<td>400W HPS</td>
<td></td>
</tr>
<tr>
<td>25W LPS</td>
<td>13</td>
<td>9</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>9</td>
<td>13</td>
<td>13</td>
<td>458</td>
<td>13</td>
</tr>
<tr>
<td>55W LPS</td>
<td>13</td>
<td>9</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>9</td>
<td>13</td>
<td>55W LPS</td>
<td>13</td>
<td>15</td>
</tr>
<tr>
<td>90W LPS</td>
<td>13</td>
<td>9</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>9</td>
<td>13</td>
<td>90W LPS</td>
<td>13</td>
<td>15</td>
</tr>
<tr>
<td>155W LPS</td>
<td>13</td>
<td>9</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>9</td>
<td>13</td>
<td>155W LPS</td>
<td>13</td>
<td>15</td>
</tr>
<tr>
<td>Total</td>
<td>5,520</td>
<td>6,466</td>
<td>8,309</td>
<td>6,462</td>
<td>4,140</td>
<td>1,610</td>
<td>7,564</td>
<td>4,036</td>
<td>4,036</td>
<td>3,843</td>
<td>5,383</td>
</tr>
</tbody>
</table>

**Weighted Average Retrofit Cost Per Pole**

<table>
<thead>
<tr>
<th>City</th>
<th>50W HPS</th>
<th>70W HPS</th>
<th>100W HPS</th>
<th>150W HPS</th>
<th>200W HPS</th>
<th>250W HPS</th>
<th>400W HPS</th>
<th>25W LPS</th>
<th>55W LPS</th>
<th>90W LPS</th>
<th>155W LPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hemet</td>
<td>$100.92</td>
<td>$125.645</td>
<td>$26,110.96</td>
<td>$10,904.91</td>
<td>$25,568.44</td>
<td>$3,322.31</td>
<td>$2,300.06</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Lake Elsinore</td>
<td>$78.210.92</td>
<td>$100.92</td>
<td>$28,358.52</td>
<td>$28,358.52</td>
<td>$28,358.52</td>
<td>$28,358.52</td>
<td>$28,358.52</td>
<td>$28,358.52</td>
<td>$28,358.52</td>
<td>$28,358.52</td>
<td>$28,358.52</td>
</tr>
<tr>
<td>Menifee</td>
<td>$20.92</td>
<td>$30.92</td>
<td>$60.92</td>
<td>$90.92</td>
<td>$120.92</td>
<td>$150.92</td>
<td>$180.92</td>
<td>$210.92</td>
<td>$240.92</td>
<td>$270.92</td>
<td>$300.92</td>
</tr>
<tr>
<td>Murrieta</td>
<td>$30.92</td>
<td>$40.92</td>
<td>$50.92</td>
<td>$60.92</td>
<td>$70.92</td>
<td>$80.92</td>
<td>$90.92</td>
<td>$100.92</td>
<td>$110.92</td>
<td>$120.92</td>
<td>$130.92</td>
</tr>
<tr>
<td>Perris</td>
<td>$120.92</td>
<td>$150.92</td>
<td>$180.92</td>
<td>$210.92</td>
<td>$240.92</td>
<td>$270.92</td>
<td>$300.92</td>
<td>$330.92</td>
<td>$360.92</td>
<td>$390.92</td>
<td>$420.92</td>
</tr>
<tr>
<td>San Jacinto</td>
<td>$70.92</td>
<td>$100.92</td>
<td>$130.92</td>
<td>$160.92</td>
<td>$190.92</td>
<td>$220.92</td>
<td>$250.92</td>
<td>$280.92</td>
<td>$310.92</td>
<td>$340.92</td>
<td>$370.92</td>
</tr>
<tr>
<td>Temecula</td>
<td>$200.92</td>
<td>$250.92</td>
<td>$300.92</td>
<td>$350.92</td>
<td>$400.92</td>
<td>$450.92</td>
<td>$500.92</td>
<td>$550.92</td>
<td>$600.92</td>
<td>$650.92</td>
<td>$700.92</td>
</tr>
<tr>
<td>Wildomar</td>
<td>$50.92</td>
<td>$60.92</td>
<td>$70.92</td>
<td>$80.92</td>
<td>$90.92</td>
<td>$100.92</td>
<td>$110.92</td>
<td>$120.92</td>
<td>$130.92</td>
<td>$140.92</td>
<td>$150.92</td>
</tr>
<tr>
<td>Moreno Valley</td>
<td>$120.92</td>
<td>$150.92</td>
<td>$180.92</td>
<td>$210.92</td>
<td>$240.92</td>
<td>$270.92</td>
<td>$300.92</td>
<td>$330.92</td>
<td>$360.92</td>
<td>$390.92</td>
<td>$420.92</td>
</tr>
<tr>
<td>Eastvale w/JCSD</td>
<td>$70.92</td>
<td>$100.92</td>
<td>$130.92</td>
<td>$160.92</td>
<td>$190.92</td>
<td>$220.92</td>
<td>$250.92</td>
<td>$280.92</td>
<td>$310.92</td>
<td>$340.92</td>
<td>$370.92</td>
</tr>
<tr>
<td>JCSD less Eastvale</td>
<td>$200.92</td>
<td>$250.92</td>
<td>$300.92</td>
<td>$350.92</td>
<td>$400.92</td>
<td>$450.92</td>
<td>$500.92</td>
<td>$550.92</td>
<td>$600.92</td>
<td>$650.92</td>
<td>$700.92</td>
</tr>
</tbody>
</table>

(1) Lamp sources by city indicate number of lamps owned by that city.
(2) The city of Hemet will be evaluated separately.
(3) A small number of lamps were procured for other cities based on in-service.
(4) Cost reflects both rates to conform with present/average cost. bloom.1982
(5) Costs will be adjusted to reflect.
(6) An additional HPS with 55W LPS.
(7) Additional HPS with 55W LPS.

**Cost Variance:**

<table>
<thead>
<tr>
<th>Cost Variance</th>
<th>Total Cost Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Placemaker Total</td>
<td>$345.96</td>
</tr>
<tr>
<td>Difference per pole</td>
<td>$1,043.47</td>
</tr>
<tr>
<td>Total Cost Difference</td>
<td>$1,089.43</td>
</tr>
</tbody>
</table>

(1) Lamp sources by city indicate number of lamps owned by that city.
(2) The city of Hemet will be evaluated separately.
(3) A small number of lamps were procured for other cities based on in-service.
(4) Cost reflects both rates to conform with present/average cost. bloom.1982
(5) Costs will be adjusted to reflect.
(6) An additional HPS with 55W LPS.
(7) Additional HPS with 55W LPS.
## WRCOG StreetLights LED Light Procurement: GE Pricing Impact by City

<table>
<thead>
<tr>
<th>Current City Streetlight Count</th>
<th>Regional Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Table: LED Light Procurement by City

<table>
<thead>
<tr>
<th>StreetLight</th>
<th>Sacramento</th>
<th>San Francisco</th>
<th>San Jose</th>
<th>Santa Monica</th>
<th>West Hollywood</th>
<th>Moreno Valley</th>
<th>Eastvale w/ JED</th>
<th>JED less Eastvale</th>
</tr>
</thead>
<tbody>
<tr>
<td>50W HPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>70W HPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100W HPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>150W HPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>200W HPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>250W HPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>300W HPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>355W HPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>400W HPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>450W HPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>500W HPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>550W HPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>600W HPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Weighted Average Retrofit Cost Per Pole

<table>
<thead>
<tr>
<th>StreetLight</th>
<th>Weighted Avg. Fixed Costs</th>
<th>Genesee Soft Costs</th>
<th>Photocontrol costs</th>
<th>One-Time Retrofit Costs/Pole</th>
</tr>
</thead>
<tbody>
<tr>
<td>50W HPS</td>
<td>122.63</td>
<td>67.00</td>
<td>13.33</td>
<td>212.55</td>
</tr>
<tr>
<td>70W HPS</td>
<td>144.57</td>
<td>67.00</td>
<td>13.33</td>
<td>219.30</td>
</tr>
<tr>
<td>100W HPS</td>
<td>127.07</td>
<td>67.00</td>
<td>13.33</td>
<td>211.45</td>
</tr>
<tr>
<td>150W HPS</td>
<td>127.07</td>
<td>67.00</td>
<td>13.33</td>
<td>211.45</td>
</tr>
<tr>
<td>200W HPS</td>
<td>127.07</td>
<td>67.00</td>
<td>13.33</td>
<td>211.45</td>
</tr>
<tr>
<td>250W HPS</td>
<td>127.07</td>
<td>67.00</td>
<td>13.33</td>
<td>211.45</td>
</tr>
<tr>
<td>300W HPS</td>
<td>127.07</td>
<td>67.00</td>
<td>13.33</td>
<td>211.45</td>
</tr>
<tr>
<td>350W HPS</td>
<td>127.07</td>
<td>67.00</td>
<td>13.33</td>
<td>211.45</td>
</tr>
<tr>
<td>400W HPS</td>
<td>127.07</td>
<td>67.00</td>
<td>13.33</td>
<td>211.45</td>
</tr>
<tr>
<td>450W HPS</td>
<td>127.07</td>
<td>67.00</td>
<td>13.33</td>
<td>211.45</td>
</tr>
<tr>
<td>500W HPS</td>
<td>127.07</td>
<td>67.00</td>
<td>13.33</td>
<td>211.45</td>
</tr>
<tr>
<td>550W HPS</td>
<td>127.07</td>
<td>67.00</td>
<td>13.33</td>
<td>211.45</td>
</tr>
<tr>
<td>600W HPS</td>
<td>127.07</td>
<td>67.00</td>
<td>13.33</td>
<td>211.45</td>
</tr>
</tbody>
</table>

### Previous Placeholder Total

- $349.56
- $372.91
- $343.32
- $342.95
- $377.36
- $368.33
- $346.73
- $351.21
- $451.60
- $356.32
- $266.32
- $374.15

### Difference per Pole

- $142.60
- $142.60
- $135.92
- $136.16
- $132.58
- $137.17
- $136.45
- $145.37
- $234.03
- $160.80
- $153.30
- $161.71

### Total Cost Differential

- $688,018
- $715,442
- $657,517
- $584,802
- $581,677
- $577,265
- $1,003,564
- $1,504,178
- $2,502,281
- $509,084
- $790,496
- $8,009,706

Note: The above table and data is currently owned by West County Regional One (WRCOG) and the rates, as of the date number, are provisionally estimated. A subset of the data may be reorganized as it is categorized in a different format, based on comparable U.S. and other regional rates, in order to conform with pricing/averages provided by WRCOG's proposals.
ATTACHMENT 2
Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: Regional Streetlight Program Activities Update
Contact: Tyler Masters, Program Manager, tmasters@wrcoq.us, (951) 405-6732
Date: April 2, 2018

The purpose of this item is to update the Committee on the Western Riverside County Streetlight acquisition process and to provide a recommendation for the Committee’s consideration for LED fixture selection.

Requested Action:

1. Authorize the Executive Director to enter into contract negotiations with the Evaluation Committee’s recommended LED fixture providers, California Electric Supply and General Electric.

WRCOG's Regional Streetlight Program will assist member jurisdictions with the acquisition and retrofit of their Southern California Edison (SCE)-owned and operated streetlights. The Program has three phases: 1) streetlight inventory, 2) procurement and retrofitting of streetlights, and 3) ongoing operations and maintenance. A major objective of the Program is to provide cost savings to participating member jurisdictions.

Background

At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that will allow jurisdictions (and Community Service Districts) to purchase streetlights within their boundaries that are currently owned and operated by SCE. Once the streetlights are owned by the member jurisdiction, the lamps will be retrofitted to Light Emitting Diode (LED) technology to provide more economical operations (i.e., lower maintenance costs and reduced energy use). Local control of the streetlight system provides jurisdictions with opportunities for future revenue generation such as digital-ready networks and telecommunications and information technology strategies.

Regional Streetlight Acquisition Process

11 jurisdictions (listed below) have moved forward and signed Purchase and Sales Agreements to acquire current SCE-owned streetlights within their jurisdictional boundaries. Collectively, these account for nearly 48,000 streetlights within Western Riverside County. This Agreement includes the terms and acquisition price for the sale of the streetlights for each jurisdiction. In June 2017, SCE presented participating cities with a first, and only, amendment to its Purchase and Sales Agreements, which included two changes to the original agreement. The first is a minor change in the overall price of the streetlight systems to include the additional depreciation of the streetlight systems from the original 2015/2016 valuation. The second includes an increase in the transition cost, from $30.00 per pole to $32.15 per pole. The transition cost component of the Agreement includes the time and materials that SCE’s contractor will take during the acquisition and transition process when converting a streetlight from SCE-ownership to jurisdictional-ownership. The Cities of Perris, San Jacinto, and Wildomar, and the Jurupa Community Services District (JCSD) did not receive an amendment to their Purchase and Sales Agreement because the updated transition cost was already included in their Agreement. Once each Agreement is signed by the jurisdiction, SCE will transmit the Agreement to the California Public Utilities Commission (CPUC) for review and approval.
In 2017, three jurisdictions' (Cities of Eastvale, Murrieta, and Temecula) Streetlight applications entered the CPUC's review process. The Cities of Eastvale (on 12/8/17) and Murrieta (on 10/10/17) received CPUC approval on its applications. The City of Temecula will receive its approval in the first or second quarter of 2018 (the City goes through a longer approval process because it has an acquisition cost of over $5 million and requires a formal filing process within the CPUC).

On March 11, 2018, the City of Lake Elsinore and JCSD's streetlight applications were approved by the CPUC. Additionally, during the week of March 26th 2018 the Cities of Hemet, Perris, San Jacinto, and Wildomar received approval of their streetlight applications by the CPUC. The Program now has eight jurisdictions that have received CPUC approval and staff will continue to monitor the status of the remaining three jurisdictions.

Once the applications are approved, staff will coordinate with jurisdictional staff to initiate the next step of the Program, which includes approval of Program participation and the streetlight transition process from SCE and closing of the financing.

The table below provides the status for each jurisdiction participating in the Program and is subject to change as SCE and CPUC progress through the approval processes. WRCOG staff will continue to update the progress as jurisdictions reach each milestone.

<table>
<thead>
<tr>
<th>City</th>
<th>City approves agreement to purchase streetlights</th>
<th>City approves amendment to PSA</th>
<th>SCE executes agreement</th>
<th>SCE sends to CPUC</th>
<th>CPUC approves streetlight transfer</th>
<th>City approves program participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastvale</td>
<td>4/12/2017</td>
<td>7/25/17</td>
<td>✓</td>
<td>✓</td>
<td>12/8/2017</td>
<td></td>
</tr>
<tr>
<td>Hemet</td>
<td>3/14/2017</td>
<td>9/11/2017</td>
<td>✓</td>
<td>✓</td>
<td>3/31/2018</td>
<td></td>
</tr>
<tr>
<td>JCSD</td>
<td>3/13/2017</td>
<td>N/A</td>
<td>✓</td>
<td>✓</td>
<td>3/11/2018</td>
<td></td>
</tr>
<tr>
<td>Lake Elsinore</td>
<td>1/24/2017</td>
<td>8/17/2017</td>
<td>✓</td>
<td>✓</td>
<td>3/11/2018</td>
<td></td>
</tr>
<tr>
<td>Menifee</td>
<td>2/15/2017</td>
<td>3/7/2018</td>
<td>✓</td>
<td>✓</td>
<td>Est. Q2 2018</td>
<td></td>
</tr>
<tr>
<td>Moreno Valley</td>
<td>3/21/2017</td>
<td>10/16/17</td>
<td>✓</td>
<td>✓</td>
<td>Est. Q2 2018</td>
<td></td>
</tr>
<tr>
<td>Murrieta</td>
<td>3/7/2017</td>
<td>7/11/17</td>
<td>✓</td>
<td>✓</td>
<td>9/29/2017</td>
<td>12/19/2017</td>
</tr>
<tr>
<td>Perris</td>
<td>3/28/2017</td>
<td>N/A</td>
<td>✓</td>
<td>✓</td>
<td>3/31/2018</td>
<td></td>
</tr>
<tr>
<td>San Jacinto</td>
<td>3/28/2017</td>
<td>N/A</td>
<td>✓</td>
<td>✓</td>
<td>3/31/2018</td>
<td>12/19/2017</td>
</tr>
<tr>
<td>Temecula</td>
<td>2/28/2017</td>
<td>5/30/17</td>
<td>✓</td>
<td>✓</td>
<td>Est. Q2 2018</td>
<td></td>
</tr>
<tr>
<td>Wildomar</td>
<td>3/8/2017</td>
<td>N/A</td>
<td>✓</td>
<td>✓</td>
<td>3/31/2018</td>
<td></td>
</tr>
</tbody>
</table>

**Streetlight Request for Quotation (RFQ) – LED Fixture Selection**

On September 21, 2017, WRCOG released an RFQ to solicit suppliers interested in providing WRCOG's member jurisdictions with LED lights for the replacement of jurisdiction-owned streetlights, which is a primary goal of the Program.

On December 21, 2017, the RFQ closed and staff received proposals from 11 different lighting vendors. Staff formed an Evaluation Committee consisting of WRCOG's financial consultant (PFM), O&M contractor (Siemens), and interested jurisdictions involved in the Program.

On January 16, 2018, the Evaluation Committee met to review the proposals for LED lighting fixtures and identify the best qualified fixture(s) for the subregion's street lighting needs. The workshop consisted of the analysis of each proposal as requested of the RFQ. Evaluation criteria included lighting analysis, LED fixture storage / shipment, proposer capabilities / experience, scheduling capacity, and project cost. A second meeting was scheduled to evaluate the technical lighting analysis of proposers in greater detail.

On February 26, 2018, the Evaluation Committee met again to review the results of the lighting analysis and to identify the preferred lighting fixture that will be implemented as part of the Program. The lighting analysis consisted of evaluating the wattage / energy efficiency and lighting output, cost comparison, and reference...
checks of proposers. During the meeting, jurisdictional staff presented on the following items to be taken into account for selection:

1. Incentive / rebate potential – Evaluation Committee members would like to select a fixture that is Design Light Consortium (DLC) approved. As part of the rebate process, SCE will only provide rebates on lighting fixtures that are DLC qualified. This is the standard practice that is used for rebate processing.

2. Lighting analysis – Evaluation Committee members would like to select a fixture that meets or exceeds current lighting systems, mitigates light pollution, and prevents unnecessary scattering of light into resident’s yards and bedroom windows, for example.

3. Project cost – Jurisdictions would like to select a fixture that is cost effective, but also energy efficient, with potential to yield long-term utility bill savings.

Per the final analysis and recommendation of the Evaluation Committee, the selected lighting fixture is General Electric (GE), which is provided by its local distributor, California Electric Supply. GE’s fixture was selected by the Evaluation Committee as it best fit the following requirements: 1) cost effectiveness, 2) lighting output, 3) warranty, and 4) energy efficiency. Staff presented the Evaluation Committee’s finding at the March 15, 2018, Technical Advisory Committee (TAC) meeting. The next step of the fixture selection process is to present the Evaluation Committee’s recommendation to the Executive Committee and request that the Executive Committee authorize the Executive Director to enter into contract negotiations with California Electric Supply and General Electrics.

**Prior Action:**

March 15, 2018: The Technical Advisory Committee received and filed.

**Fiscal Impact:**

This item is for informational purposes only, therefore there is no fiscal impact.

**Attachment:**

None.
Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: Regional Streetlight Program Activities Update
Contact: Tyler Masters, Program Manager, tmasters@wrcog.us, (951) 405-6732
Date: June 22, 2018

The purpose of this item is to provide an update on the Western Riverside County streetlight acquisition, the not-to-exceed contract amount for the purchase of LED lighting fixtures, and streetlight transition processes and the participating jurisdictions’ next steps.

Requested Action:

1. Authorize the Executive Director, subject to legal counsel review and approval, to enter into an Equipment Purchase Agreement with California Electric Supply for LED fixtures and equipment procurement in an amount not to exceed $8,400,000.

WRCOG’s Regional Streetlight Program will assist member jurisdictions with the acquisition and retrofit of their Southern California Edison (SCE)-owned and operated streetlights. The Program has three phases: 1) streetlight inventory; 2) procurement and retrofitting of streetlights; and 3) ongoing operations and maintenance. A major objective of the Program is to provide cost savings to participating member jurisdictions.

Background

At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that will allow jurisdictions (and Community Service Districts) to purchase streetlights within their boundaries that are currently owned and operated by SCE. Once the streetlights are owned by the member jurisdiction, the lamps will be retrofitted to Light Emitting Diode (LED) technology to provide more economical operations (i.e., lower maintenance costs and reduced energy use). Local control of the streetlight system provides jurisdictions with opportunities for future revenue generation such as digital-ready networks and telecommunications and information technology strategies.

LED Fixture Selection – California Electric Supply / GE Equipment Purchase Agreement

As 11 jurisdictions within Western Riverside County looked to purchase their streetlights from SCE and readied themselves for subsequent ownership of these systems, WRCOG staff was asked to pursue a regional procurement and retrofit of existing technologies for cost effective, energy efficient replacements.

On September 21, 2017, WRCOG released an RFQ to solicit suppliers interested in providing WRCOG’s member jurisdictions with LED lights for the replacement of jurisdiction-owned streetlights, which is a primary goal of the Program.

After conducting two rounds of proposal evaluations, on December 21, 2017, and February 26, 2018, the Evaluation Committee – comprised of WRCOG’s financial advisors (PFM), O&M contractor (Siemens), and nine (out of 11) participating jurisdictions – recommended California Electric Supply, a local vendor, to provide the proposed product, General Electric (GE) LED fixtures, to all interested jurisdictions participating in the Program. Following the technical analysis and regional assessment of all proposals by the Evaluation
Committee, GE's product was selected by the Evaluation Committee as it best fit the following requirements: 1) cost effectiveness, 2) lighting output, 3) warranty, and 4) energy efficiency. Staff presented the Evaluation Committee's finding at the March 15, 2018, Technical Advisory Committee (TAC) meeting.

On April 2, 2018, the Executive Committee directed the Executive Director to enter into contract negotiations with California Electric Supply to provide GE LED fixtures to participating jurisdictions within the Regional Streetlight Program. The RFQ Evaluation Committee found GE's LED lighting fixture offered by California Electric Supply to have demonstrated capacity to meet or exceed the project requirements including pricing, lighting output, storage / shipment, scheduling capacity, and incentive / rebate potential requirement.

On June 13, 2013, the Administration & Finance Committee approved the recommendation that the Executive Committee authorize the Executive Director, subject to legal counsel review and approval, to enter into an Equipment Purchase Agreement with California Electric Supply for LED fixtures and equipment procurement in an amount not to exceed $8,400,000.

The Equipment Purchase Agreement between WRCOG and California Electric Supply / GE (Attachment 1) provides the terms of the services for LED procurement that California Electric Supply will utilize for the jurisdictions which elect to move forward with the GE LED technology.

The total contract amount for the purchase of LED lighting fixtures for nearly 55,000 streetlights in Western Riverside County is not-to-exceed $8,400,000. This contract equates to roughly $153.33 per pole retrofit. Each jurisdiction's project costs will be held in a separate bank account for payment to the lighting distributor. For those jurisdictions which will be utilizing program financing, the appropriate disbursement will be made from that jurisdiction's approved financing. The not-to-exceed amount represents the costs of all 11 jurisdictions participating in the retrofit of their existing lights to LED.

Prior Actions:

June 13, 2018: The Administration & Finance Committee recommended that the Executive Committee authorize the Executive Director, subject to legal counsel review and approval, to enter into an Equipment Purchase Agreement with California Electric Supply for LED fixtures and equipment procurement in an amount not to exceed $8,400,000.

April 19, 2018: The Technical Advisory Committee received and filed.

Fiscal Impact:

Activities for the Regional Streetlight Program are included in the Agency's adopted Fiscal Year 2017/2018 Budget in the Energy Department.

Attachment:

1. Draft Equipment Purchase Agreement with California Electric Supply.
3. Next steps – Initiate a second (and possibly final) working group with Committee members to make a manufacturer recommendation. Anthony will be sending out a doodle poll this week. Before the working group meets, I will be sending out two items for your review of the technical lighting information. The first will be a model rating sheet sent out by early next week. This rating sheet will allow members to see (and rate) the fixtures and their lighting output compared to existing lights in the region. The second item will be a technical report-out from our consultant lighting engineers evaluating and verifying/validating proposers technical data ensuring that what was provided all check out. Summary report of technical findings will also be provided.

Thank you,

ler Masters
rogram Manager
western Riverside Council of Governments
90 University Avenue, Suite 450
 Riverside, CA 92501
ice: (951) 405-6732
obile: (951) 203-6281

aspect Local Control...Provide Regional Perspective
1. Questions / Input

- Q: What is the warranty of photocells?
  - Answer:

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Product</th>
<th>Warranty</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>GE</td>
<td>Sun-Tech (Sunrise Technologies, Inc.)</td>
<td>Designed to meet life expectancy of LED fixture (GE warranty for lighting is 10 years)</td>
<td>$28.49 each</td>
</tr>
<tr>
<td>LeoTek</td>
<td>Ripley Lighting Controls</td>
<td>8 years from date of manufacture</td>
<td>$11.70 each</td>
</tr>
</tbody>
</table>

- Q: What are the incentives based off of?
  - Answer: Incentives are calculated off SCE’s Customized incentive rate which takes into account the amount of kWh saved in a 12 month period, amount of kW reduced, and product must be Design Light Consortium (DLC) qualified in order to receive incentive.

- Q: Is the purpose to select 1 or multiple vendors?
  - Answer: The goal would be to identify the best manufacturer or various manufactures that can meet the Program’s regional lighting standards.

- Q: Who is going to be providing the warranty for the following?
  - LED fixture
    - Answer: Provided by vendor
  - Photocell
    - Answer: Provided by vendor

- Jurisdictions would like to have all associated cost included in updated cash flow models
- Jurisdictions would like to select a fixture that meets the following criteria:
  - Rebate potential – Capability of capturing incentives
  - Lighting analysis – Ability to meet lighting analysis A, B, or C option
  - Project Cost – Feasible yet efficient lighting

2. Lighting Recommendation

- Eastvale
  - GE
    - Good optics / light coverage
    - Good quality / energy efficient

- Menifee
  - GE
- GE meets current City lighting standards
- Good optics / light coverage
- Good quality / energy efficient

- Perris
  - LeoTek
    - Considering the following items: Condition B, Annual cost, customer service

- Temecula
  - GE
    - LeTek has a good price, but GE has better optics

- San Jacinto
  - GE / LeoTek
    - Considering GE & LeoTek (Optics vs. Costs)
    - Interested on warranty of fixture & photocell

- JCSD
  - GE
    - Started off with LeoTek but in the end considering GE
    - Good quality / energy efficient

- Lake Elsinore
  - LeoTek
    - Looking at option B, costs are really good
    - In the end, comes down to 2 things:
      - Costs
      - Aesthetics

- Moreno Valley
  - GE
    - GE meets current City lighting standards
    - Good optics / light coverage
    - Good quality / energy efficient

3. Action Items

- Develop 20 year cost of ownership model to include:
  - 20 year energy cost
  - Photocell
  - Upfront capital
  - Interest cost compared to previous estimates

- Warranty analysis:
  - Fixture
  - Photocell (if different)

- Review pricing scenarios for both GE & LeoTek
- Follow up with these actions only with the following two lighting vendors: GE & LeoTek
EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement ("Agreement") is entered into this _____ day of ______, 2019 ("Effective Date"), by and among the City of Perris ("City"), a general law city duly organized under the laws of the State of California, with its principal place of business at 101 North D. Street, Perris, California 92570, the Western Riverside Council of Governments ("WRCOG"), a joint powers authority formed under Government Code sections 6500 et seq. with its principal place of business at 3390 University Avenue, Riverside, California 92501 and, Leotek Electronics USA LLC, a California corporation, with its principal place of business at 1955 Lundy Avenue, San Jose, California 95131 ("Contractor"). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

SECTION 1. PURCHASE AND DEFINITIONS [AND INCORPORATED DOCUMENTS]

A. Definitions.

1. "Equipment" means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit "A", attached hereto and incorporated herein by reference.

2. "Delivery Date(s)" means that date or dates upon which the Equipment is to be delivered to the City and WRCOG, ready for approval, testing and/or use as specified in Exhibit "B" attached hereto and incorporated herein by reference.

B. Purchase and Sale of Equipment. On and subject to the terms and conditions set forth in this Agreement, Contractor agrees to sell and deliver to City and WRCOG, as applicable, and City agrees to purchase and accept from Seller all of the Equipment described herein as specified on Exhibit A hereto for the total purchase price set forth on Exhibit C.

C. Contract. The complete Agreement includes all contract documents, to wit: "Request For Quotation No. 17-09-Western Riverside County Streetlight LED Procurement dated September 21, 2017; ADDENDUM No. 1 Schedule of Events (pg.3) October 11, 2017; ADDENDUM No. 2 Schedule of Events (pg.3) October 25, 2017 ADDENDUM No. 3; Exhibit E – AGI32 Models & Instructions for Bidders to Model Proposed Luminaires Schedule of Events (pg.3) November 20, 2017; ADDENDUM No. 4 Schedule of Events - Additional Question & Answer Opportunity and Extension of Quotation Due Date Schedule of Events (pg.3) November 30, 2017; and the "Leotek Electronics USA, LLC RFQ 17-09 Response dated December 21, 2017, which are attached hereto in Electronic Format (CD-ROM), as Exhibit “D,” and incorporated by this reference as though set forth in full herein. The Agreement shall be interpreted with reference to all of the contract documents in this Section 1 C.

SECTION 2. MATERIALS AND WORKMANSHIP.

When Exhibit “A” specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City's and WRCOG's written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit “A” as equal to any particular standard, City and WRCOG...
will decide the question of equality. When requested by City and WRCOG, Contractor will furnish City and WRCOG with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at City’s and WRCOG’s request.

SECTION 3. INSPECTIONS AND TESTS.

City and WRCOG shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit “A”, then without prejudice to any other rights or remedies, the City or WRCOG may reject the Equipment or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City’s or WRCOG’s right to reject nonconforming goods, irrespective of City’s or WRCOG’s failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

SECTION 4. WARRANTY.

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of ten (10) years, as provided by the manufacturer’s warranty and as agreed to by Contractor and City (through the Request For Qualifications with WRCOG process or otherwise (“RFQ”), from the date of final written acceptance of the Equipment by City or WRCOG as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit “A” and shall be fit for the purpose intended. City’s and WRCOG’s inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Contractor will, immediately after receiving notice from City or WRCOG, at the option of the City or WRCOG, and at Contractor’s own expense and without cost to City or WRCOG:

1. Repair the defective Equipment;

2. Replace the defective Equipment with conforming Equipment, F.O.B. City’s or WRCOG’s plant, office or other location of City or WRCOG where the Equipment was originally performed or delivered; or

3. Repay to the City the purchase price of the defective Equipment.
If the City or WRCOG selects repair or replacement, any defects will be remedied without cost to City or WRCOG, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to the City or WRCOG.

D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold City and WRCOG harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this Section 4, City and WRCOG will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City and WRCOG under the California Commercial Code.

F. Notwithstanding the foregoing, Contractor shall comply with all warranty requirements included in its proposal to WRCOG and the City through the RFQ. To the extent any of the warranty requirements in this Section 4 conflict with those in the RFQ, the provisions of the RFQ will prevail.

SECTION 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit “C”, attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City and WRCOG. No extra charges of any kind will be allowed unless specifically agreed to in writing by City’s and WRCOG’s authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to the City and WRCOG hereunder; and (ii) all charges for packing, freight and transportation to destination.

SECTION 6. CHANGES.

City and WRCOG, at any time, by a written order, and without notice to any surety, may make changes in the Equipment, including but not limited to, City’s and WRCOG’s requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City, WRCOG and Contractor and such change will be authorized by a change order document signed by the City, WRCOG and accepted by Contractor.

SECTION 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones described in Exhibit B for the
City. Final payment shall be made by WRCOG or City after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment.

B. If Progress Milestones have been specified Exhibit "B," then payments for the Equipment will be made as the requirements of such Progress Milestones are met. Progress payments for the Equipment will be made by the City or WRCOG upon proper application by Contractor during the progress of the Equipment and according to the terms of payment as specified in Exhibit "B." Contractor’s progress billing invoice will include progress payments due for the original scope of work and changes. Each “Item for Payment” shown in Exhibit “B” and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit “B” or a change order, must have subcontractor and/or supplier invoices attached to Contractor’s invoice. Other format and support documents for invoices will be determined by City and WRCOG in advance of the first invoice cycle and as needed to be reimbursed by WRCOG and/or the City, as applicable.

C. Payments otherwise due may be withheld by City or WRCOG on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect City or WRCOG against any liability arising out of Contractor’s failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City or WRCOG may remove them at Contractor’s expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City or WRCOG upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;
2. Written acceptance of the Equipment by the City and WRCOG;
3. Delivery of all drawings and specifications, if required by City or WRCOG;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to City and WRCOG to indemnify City and WRCOG against any claim or lien at no cost to City and WRCOG.

E. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and
demands of any kind or character which Contractor then has, or can subsequently acquire against City and WRCOG, their successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City or WRCOG will not constitute a waiver, release or discharge of any claims or demands which City or WRCOG then have, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

SECTION 8. SCHEDULE FOR DELIVERY.

A. The time of Contractor’s performance is of the essence for this Agreement. The Equipment will be delivered to the City in accordance with the schedule set forth in Exhibit “B”. Contractor must immediately notify City and WRCOG in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City or WRCOG may have under this Agreement or at law, Contractor shall pay City or WRCOG the sum of $500.00 per item of Equipment for each calendar day for which the item of Equipment is unavailable beyond the scheduled delivery date(s) specified in Exhibit “B” to the applicable Appendix.

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that City and WRCOG can maximize the efficient completion of such project(s).

C. In the event that the schedule for delivery for any City’s and WRCOG’s Equipment as identified in Exhibit “B” is delayed, for any reason whatsoever including through the fault of City or WRCOG, the delay shall not be used as a reason for delay on the part of the Contractor in meeting the schedule for delivery for any other of City’s and WRCOG’s Equipment.

SECTION 9. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to City and WRCOG written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.
SECTION 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of City or WRCOG. Contractor shall have no power or authority by this Agreement to bind City or WRCOG in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of City or WRCOG. Neither City nor WRCOG shall be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

SECTION 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain City’s and WRCOG’s written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to City and WRCOG, including, but not limited to Contractor’s insurance and indemnification obligations. No subcontract or order will bind City or WRCOG.

SECTION 12. TITLE AND RISK OF LOSS.

City will have title to, and risk of loss of, all completed and partially completed portions of the Equipment, as well as materials delivered to and stored on City’s or WRCOG’s property which are intended to become a part of the Equipment automatically and immediately upon the payment by City or WRCOG or their agents or designees (whether directly or through an escrow account disbursement or otherwise) therefor. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of City or WRCOG. Notwithstanding the foregoing, in the event City or WRCOG has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then City (and/or its lender) shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or City or WRCOG has taken possession thereof. Contractor will have risk of loss or damage to Contractor’s property used in the construction of the Equipment but which does not become a part of the Equipment.

SECTION 13. INDEMNIFICATION.

A. Contractor shall defend, indemnify and hold City and WRCOG and the City’s and WRCOG’s officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of
all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of City or WRCOG.

B. Contractor’s defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City or WRCOG and the City’s and WRCOG’s officials, officers, employees, agents or volunteers shall be at Contractor’s own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, WRCOG or their officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and WRCOG, and their officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City. WRCOG, or their officials, officers, employees, agents or volunteers.

SECTION 14. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least $1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least $1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers’ Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least $1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least $1,000,000 per occurrence and $2,000,000 aggregate shall be provided by the Contractor if transporting hazardous materials.

5. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

B. Additional Insured: Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City and WRCOG, and City’s and WRCOG’s officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor’s policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or WRCOG, or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of City and WRCOG and City’s and WRCOG’s officials, officers, employees,
agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. **Insurance Carrier.** All insurance required under this Section is to be placed with insurers with a current A.M. Best’s rating no less than A-:VII, licensed to do business in California, and satisfactory to City and WRCOG.

D. **Evidence of Insurance.** Contractor shall furnish City and WRCOG with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by City and WRCOG. All certificates and endorsements must be received and approved by City and WRCOG before delivery commences. City and WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. **Subcontractors.** All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. **Freight.** Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

**SECTION 15. LIENS.**

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic’s or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as “Claims”); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold City and WRCOG harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

**SECTION 16. TERMINATION OF AGREEMENT BY CITY.**

A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Contractor’s right to proceed with the delivery of the Equipment by written notice to Contractor. In such event City or WRCOG may obtain the Equipment by whatever method it
may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If City’s or WRCOG’s cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to City.

B. City and WRCOG may, for its own convenience, terminate Contractor’s right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City or WRCOG may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated.

C. On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,

2. Unless otherwise directed by City and/or WRCOG, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City and WRCOG; and

3. Deliver only such portions of the Equipment which City and WRCOG deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City or WRCOG will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

SECTION 17. MISCELLANEOUS PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:
CITY:

CITY OF PERRIS
101 NORTH D. STREET
PERRIS, CALIFORNIA 92570
ATTN: PUBLIC WORKS DIRECTOR
FACSIMILE:(951) 943-4246

WRCOG:

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
3390 UNIVERSITY AVENUE, SUITE 450
RIVERSIDE, CA 92501
ATTN: RICK BISHOP
FACSIMILE: (951) 223-9720

CONTRACTOR:

LEOTEK ELECTRONICS USA LLC
1955 LUNDY AVENUE
SAN JOSE, CALIFORNIA 95131
ATTN: WESTERN REGIONAL MANAGER
FACSIMILE:(408) 518-8128

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of City and WRCOG. Provided, however, that claims for money due or to become due Contractor from City or WRCOG under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to City and WRCOG.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment: Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
F. **Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

G. **Interpretation.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

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

I. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

J. **Invalidity; Seversability.** If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

K. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

L. **City’s and WRCOG’s Right to Employ Other Contractors.** City and/or WRCOG reserves its right to employ other contractors in connection with the Equipment subject to prior written approval from the City.

M. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: 

CITY:

CITY OF PERRIS,
a municipal corporation

Richard Belmudez, City Manager

APPROVED AS TO FORM:

CONTRACTOR:

ALESHIRE & WYNDER, LLP

LEOTEK ELECTRONICS USA, LLC.

By: ________________________________
Signature

By: ________________________________
Signature

Print Name and Title

Print Name and Title

WRCOG:

APPROVED AS TO FORM:

Western Riverside Council of Governments

Best Best & Krieger, LLP

By: ________________________________
General Counsel

Rick Bishop, Executive Director

(Corporations require two signatures; one from each of the following: A. Chairman of the Board, President, and Vice President; and B. Secretary, Assistant Secretary, Treasurer, or Chief Financial Officer.)
LEOTEK
LITE-ON GROUP

GreenCobra™ Jr. LED Street Light
GCJ H-Series Specification Data Sheet

Luminaire Specifications

Housing
Die Cast aluminum housing with universal two bolt slip fitter mounts to 1-3/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket is available. Mounting provisions meet 3G vibration per ANSI C136.3-2010 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from 0.5" in 2.5" steps. Electrical components are accessed without tools via a high-strength, non-conductive polycarbonate door with quick-release latches. Polycarbonate material meets UL 746C for outdoor usage. Available rubber wildlife guard (RWW option) conforms to mast arm with no gaps.

Light Emitting Diodes
Hi-flux, high-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21 (50% of hours). LEDs are tested in accordance with IES LM 80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum LED's are 100% mercury and lead free.

Field Adjustability
LED drive current can be changed in the field to adjust light output for local conditions (not available with PFR-7-CB option). The specified drive current code will be the factory set maximum drive current and field adjustments can only be made to available lower wattage drive currents. Select the FFA option if full field adjustability to all available drive currents (700mA max or 1A max) is desired. The FFA option is not DLC qualified.

Quality Control
Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

Optical Systems
Micro-lens optical systems produce IESNA Type 2, Type 3, Type 4, or Type 5 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating = 0). Optional house side shield cuts light off at 120° mounting height behind luminaire. Cylindrical shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

Electrical
Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick disconnect terminals. Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15 Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA and ANSI C136.2-2015, 20kV/10kA.

Controls
3-Wire photocell control receptacle is standard ANSI C136.41 7-wire (PFR7) photocell control receptacles is available. All photocell receptacles have tool-less rotatable bases. Wireless control module is provided by others.

Finish
Housing receives a durable, fade-resistant polyester powder coat finish with 3.0 mil nominal thickness. Finish tested to withstand 5000 hours in salt spray exposure per ASTM B117. Finish meets scribe crease rating 8 per ASTM D1654. Finishtested 500 hours in UV exposure per ASTM G154 and meets ASTM D522 gloss retention.

Listings/Ratings/Labels
Luminaires are UL listed for use in wet locations in the United States and Canada. Designlights Consortium™ qualified product. Consult DLC for Standard and Premium Classification listings. International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the USA.

Photometry
Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty
10-year limited warranty is standard on luminaires and components.

Vandal Resistance
Housing and optics rated to IK10

Standards
Luminaire complies with:
Other: FCC 47 CFR, IEC 60598, ROHS II, UL 1449, UL 1598

©2017 Leotek Electronics USA GCJ_H-Series_Spec_Sheet_090717 Specifications subject to change without notice.
GreenCobra™ Jr. LED Street Light
GCJ H-Series Specification Data Sheet

Performance Data: 3000K (WW)
All data nominal IES Nems for all CCIs available at leotek.com

<table>
<thead>
<tr>
<th>Product</th>
<th>LED Code</th>
<th>Drive Current Code</th>
<th>System Wattage (W)</th>
<th>Delivered Lumens (Lm)</th>
<th>Efficacy (Lm/W)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCJ0</td>
<td>15H</td>
<td>360</td>
<td>15</td>
<td>1810</td>
<td>121</td>
</tr>
<tr>
<td></td>
<td></td>
<td>390</td>
<td>19</td>
<td>2280</td>
<td>120</td>
</tr>
<tr>
<td></td>
<td></td>
<td>490</td>
<td>24</td>
<td>2840</td>
<td>118</td>
</tr>
<tr>
<td></td>
<td></td>
<td>590</td>
<td>30</td>
<td>3410</td>
<td>114</td>
</tr>
<tr>
<td></td>
<td></td>
<td>700</td>
<td>35</td>
<td>3910</td>
<td>112</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3101</td>
<td>25</td>
<td>3040</td>
<td>122</td>
</tr>
<tr>
<td></td>
<td></td>
<td>450</td>
<td>29</td>
<td>3470</td>
<td>120</td>
</tr>
<tr>
<td></td>
<td></td>
<td>530</td>
<td>34</td>
<td>3980</td>
<td>117</td>
</tr>
<tr>
<td></td>
<td></td>
<td>580</td>
<td>39</td>
<td>4470</td>
<td>115</td>
</tr>
<tr>
<td></td>
<td></td>
<td>700</td>
<td>46</td>
<td>5130</td>
<td>112</td>
</tr>
<tr>
<td></td>
<td></td>
<td>700</td>
<td>45</td>
<td>5020</td>
<td>112</td>
</tr>
<tr>
<td></td>
<td></td>
<td>830</td>
<td>54</td>
<td>5780</td>
<td>107</td>
</tr>
<tr>
<td></td>
<td></td>
<td>900</td>
<td>58</td>
<td>6170</td>
<td>106</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1A</td>
<td>68</td>
<td>6960</td>
<td>102</td>
</tr>
</tbody>
</table>

Notes:
1. Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperature.
2. DLC Approved only at 120VAC.
3. IKC Approved at 120-240VAC.

Performance Data: 4000K (NW) and 5000K (CW)
All data nominal IES Nems for all CCIs available at leotek.com

<table>
<thead>
<tr>
<th>Product</th>
<th>LED Code</th>
<th>Drive Current Code</th>
<th>System Wattage (W)</th>
<th>Delivered Lumens (Lm)</th>
<th>Efficacy (Lm/W)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCJ0</td>
<td>15H</td>
<td>300</td>
<td>15</td>
<td>2000</td>
<td>133</td>
</tr>
<tr>
<td></td>
<td></td>
<td>390</td>
<td>19</td>
<td>2490</td>
<td>131</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4901</td>
<td>24</td>
<td>2070</td>
<td>128</td>
</tr>
<tr>
<td></td>
<td></td>
<td>590</td>
<td>30</td>
<td>3650</td>
<td>122</td>
</tr>
<tr>
<td></td>
<td></td>
<td>700</td>
<td>35</td>
<td>4180</td>
<td>119</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3501</td>
<td>25</td>
<td>3240</td>
<td>130</td>
</tr>
<tr>
<td></td>
<td></td>
<td>450</td>
<td>29</td>
<td>3720</td>
<td>128</td>
</tr>
<tr>
<td></td>
<td></td>
<td>530</td>
<td>34</td>
<td>4320</td>
<td>127</td>
</tr>
<tr>
<td></td>
<td></td>
<td>580</td>
<td>39</td>
<td>4850</td>
<td>124</td>
</tr>
<tr>
<td></td>
<td></td>
<td>700</td>
<td>46</td>
<td>5510</td>
<td>120</td>
</tr>
<tr>
<td></td>
<td></td>
<td>700</td>
<td>45</td>
<td>5430</td>
<td>121</td>
</tr>
<tr>
<td></td>
<td></td>
<td>830</td>
<td>54</td>
<td>6110</td>
<td>115</td>
</tr>
<tr>
<td></td>
<td></td>
<td>900</td>
<td>58</td>
<td>6630</td>
<td>114</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1A</td>
<td>68</td>
<td>7430</td>
<td>109</td>
</tr>
</tbody>
</table>

Notes:
1. Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperature.
2. DLC Approved only at 120VAC.
3. IKC Approved at 120-240VAC.

©2017 Leotek Electronics USA. GCJ Jr-Series Spec Sheet_090717. Specifications subject to change without notice.
**GreenCobra™ Jr. LED Street Light**
**GCJ H-Series Specification Data Sheet**

### BUG Ratings: 3000K (VW)
All data nominal IES files for all CCTs are available at leotek.com.

<table>
<thead>
<tr>
<th>Product &amp; LED Code</th>
<th>Drive Current Code</th>
<th>Type 2R BUG Rating</th>
<th>Type 3 BUG Rating</th>
<th>Type 4 BUG Rating</th>
<th>Type 5 BUG Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCJ0 15H</td>
<td>300</td>
<td>B1 U0 G0</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G0</td>
</tr>
<tr>
<td></td>
<td>390</td>
<td>B1 U0 G0</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G0</td>
</tr>
<tr>
<td></td>
<td>490</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B2 U0 G0</td>
</tr>
<tr>
<td></td>
<td>590</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B2 U0 G0</td>
</tr>
<tr>
<td></td>
<td>700</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B2 U0 G1</td>
</tr>
<tr>
<td></td>
<td>150</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B2 U0 G1</td>
</tr>
<tr>
<td></td>
<td>250</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>350</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>450</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>550</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>650</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>750</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>200</td>
<td>B2 U0 G0</td>
<td>B2 U0 G1</td>
<td>B2 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>300</td>
<td>B2 U0 G0</td>
<td>B2 U0 G1</td>
<td>B2 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>400</td>
<td>B2 U0 G0</td>
<td>B2 U0 G1</td>
<td>B2 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>500</td>
<td>B2 U0 G0</td>
<td>B2 U0 G1</td>
<td>B2 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>1A</td>
<td>B2 U0 G0</td>
<td>B2 U0 G1</td>
<td>B2 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
</tbody>
</table>

### BUG Ratings: 4000K (NW) and 5000K (CW)
All data nominal IES files for all CCTs are available at leotek.com.

<table>
<thead>
<tr>
<th>Product &amp; LED Code</th>
<th>Drive Current Code</th>
<th>Type 2R BUG Rating</th>
<th>Type 3 BUG Rating</th>
<th>Type 4 BUG Rating</th>
<th>Type 5 BUG Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCJ0 15H</td>
<td>300</td>
<td>B1 U0 G0</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G0</td>
</tr>
<tr>
<td></td>
<td>390</td>
<td>B1 U0 G0</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G0</td>
</tr>
<tr>
<td></td>
<td>490</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B2 U0 G0</td>
</tr>
<tr>
<td></td>
<td>590</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B2 U0 G0</td>
</tr>
<tr>
<td></td>
<td>700</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B2 U0 G1</td>
</tr>
<tr>
<td></td>
<td>150</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>250</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>350</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>450</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>550</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>650</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>750</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B1 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>200</td>
<td>B2 U0 G0</td>
<td>B2 U0 G1</td>
<td>B2 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>300</td>
<td>B2 U0 G0</td>
<td>B2 U0 G1</td>
<td>B2 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>400</td>
<td>B2 U0 G0</td>
<td>B2 U0 G1</td>
<td>B2 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>500</td>
<td>B2 U0 G0</td>
<td>B2 U0 G1</td>
<td>B2 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
<tr>
<td></td>
<td>1A</td>
<td>B2 U0 G0</td>
<td>B2 U0 G1</td>
<td>B2 U0 G1</td>
<td>B3 U0 G0</td>
</tr>
</tbody>
</table>

©2007 Leotek Electronics USA. GCJ_H-Series_Spec_Sheet_090717. Specifications subject to change without notice.
GreenCobra™ LED Street Light
GCL G-Series Specification Data Sheet

Luminaire Data
Weight 18 lbs [8.17 kg]
EPA 0.8 ft.

Ordering Information
Sample Catalog No. GCL1 500 MV W4 250 Y5.4 PCE7 RWS

<table>
<thead>
<tr>
<th>Product</th>
<th>LED Code</th>
<th>Voltage</th>
<th>Color Temperature</th>
<th>Distribution</th>
<th>Finish</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCL1</td>
<td>60G</td>
<td>MW</td>
<td>120-277V</td>
<td>3000K</td>
<td>25</td>
<td>GY Gray</td>
</tr>
<tr>
<td></td>
<td>80G</td>
<td>HV</td>
<td>347-480V</td>
<td></td>
<td>2R</td>
<td>DB Dark</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3R</td>
<td>BZ Brown</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>BK Black</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>GCL2</td>
<td>80G</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1 Gray, Black and Dark Bronze standard. Contact factory for other finishes.
2 Specified drive current code is the factory set maximum drive current. Field adjustable current selector enables standard dimming to lower wattage drive currents only. Consult factory if wattage limit is to be specified.
3 Non-field adjustable, fixed drive current. Specify required drive current. Not available with PCE7 or option.
4 The 1A option enables full field adjustability from the specified drive current code to all drive currents available. This option is not UL/ULC qualified.
5 Field adjustable current selector includes a dimming feature which requires the use of a dimming control. The use of a dimming control is required when the dimming feature is installed.
6 Control easily wired at factory for wireless node dimming. Supplied at maximum drive currents. If lower drive currents are required, consult factory.
7 Flush mounted house side shield. Shield cuts off light at 3/2 mounting height behind luminare.
8 Flush mounted out-of-sight shield. Shield cuts off light at 3/2 mounting height behind luminare and 1-1/2 mounting height on either side of luminare.
9 Specify Color (GY, DB, BK) or (GY, 3474-480V)
10 Specify MW (120-277V) or HV (380V-480V)

©2011 Leotek Electronics USA. GCL_G_Series_0602117 Specifications subject to change without notice

EXHIBIT "A" (Cont.)
TO EQUIPMENT PURCHASE AGR
WITH LEOTEK ELECTRONIC USA LLC
GreenCobra™ LED Street Light
GCL G-Series Specification Data Sheet

Housing
Die cast aluminum housing with universal two bolt slip fitting mounts to 1 1/4" to 2" (1 5/8" to 2 3/4") diameter mast arm. Four bolt mounting bracket (48 option) is available. Mounting provisions meet 3G vibration per ANSI C136.31-2010 Normal Application. Bridge gap overlap. Mounting has leveling adjustment from 2 1/2" in 2 1/2" steps. Electrical components are accessed without tools via high-strength, non-conductive polycarbonate door with stainless steel quick-release latches. Polycarbonate material is UL recognized and meets UL 746C for outdoor usage. Standard mast arm guard is Polycarbonate with removable insert. Available rubber mild fire guard (RFG option) conforms to mast arm with no gaps.

Light Emitting Diodes
High flux, high-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21 (90-100,000 hours). Lamps are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (NW), 4000K (NW) or 5000K (CCT) and 70 minimum CR. LEDs are RoHS compliant, 100% mercury and lead free.

Field Adjustability
LED drive current can be changed in the field to adjust light output for local conditions (not available with PC27 or CR option). The specified drive current code will be the factory set maximum drive current and field adjustments can only be made to available lower wattage drive currents. Select the FTA option if full field adjustability to all available drive currents (200mA max or 1A max) is desired. The FTA option is not DLC qualified.

Quality Control
Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

Optical Systems
Micro-lens systems produce IESNA Type 2 Shield (25), Type 2 Medium (2X), Type 3 Medium (3X), Type 4 (4X), and Type 5 (5X) distributions. Luminaires produces 90% of total lumens above 90° (BUG Rating, U-0). Optical systems maintain an IP66 rating. Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cut-de-sac shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

Electrical
Power supply life is rated for 100,000 hours. Power supply features a minimum power factor of 90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire and is aligned for straight wire entry. Surge protection complies with IEEE/ANSI C22.4- 2015. 2015/10/1/10A

Controls
3-Wire photocell receptor is standard ANSI C136.41 - 7-wire (PC7) photocell receptor is available. All photocell receptors have tool-less installation base. Wireless control module is provided by others.

Finish
Housing receives a fade and abrasion resistant polyester powder coat finish with 3.0 mil nominal thickness. Finishes tested 5000 hours in salt spray exposure per ASTM B117. Finish meets scribble creepage rating 8 per ASTM D4165. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

Listings/Ratings/Labels
Luminaires are UL listed for use in wet locations in the United States and Canada. Designlights Consortium™ qualified product. Consult DLC CRI for Standard and Premium Classification Listings. International Dark Sky Association listed. Luminaires are qualified to operate at ambient temperatures of -40°C to 40°C.

Photometry
Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty
10-year limited warranty standard on luminaires and components.

Vandal Resistant
Housing and optics rated to IK10.

Standards
Luminaires comply with:
- Other: FCC CDR, IEC 60598, RoHS II, UL 1449, UL 1598

©2021 Leoteck Electronics USA. DLC-G-Series_093017. Specifications subject to change without notice.
# GreenCobra™ LED Street Light
## GCL G-Series Specification Data Sheet

### Performance Data
All data nominal: ECUs are for all GCLs available at leotec.com.

#### 3000K (WW)

<table>
<thead>
<tr>
<th>Product</th>
<th>LED Code</th>
<th>Drive Current Code</th>
<th>System Wattage (W)</th>
<th>Delivered Lumens (Lm)</th>
<th>Efficacy (Lm/W)$^1$</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCL1</td>
<td>60G</td>
<td>350</td>
<td>70</td>
<td>8800</td>
<td>126</td>
</tr>
<tr>
<td></td>
<td></td>
<td>450</td>
<td>85</td>
<td>10500</td>
<td>124</td>
</tr>
<tr>
<td></td>
<td></td>
<td>530</td>
<td>105</td>
<td>12700</td>
<td>121</td>
</tr>
<tr>
<td></td>
<td></td>
<td>610</td>
<td>120</td>
<td>14200</td>
<td>118</td>
</tr>
<tr>
<td></td>
<td></td>
<td>700</td>
<td>135</td>
<td>15500</td>
<td>116</td>
</tr>
<tr>
<td>GCL1</td>
<td>80G</td>
<td>350</td>
<td>85</td>
<td>11150</td>
<td>131</td>
</tr>
<tr>
<td></td>
<td></td>
<td>450</td>
<td>115</td>
<td>14400</td>
<td>125</td>
</tr>
<tr>
<td></td>
<td></td>
<td>530</td>
<td>130</td>
<td>16000</td>
<td>123</td>
</tr>
<tr>
<td></td>
<td></td>
<td>610</td>
<td>160</td>
<td>18700</td>
<td>117</td>
</tr>
<tr>
<td></td>
<td></td>
<td>700</td>
<td>185</td>
<td>20800</td>
<td>112</td>
</tr>
<tr>
<td>GCL2</td>
<td>60G</td>
<td>750</td>
<td>149</td>
<td>17500</td>
<td>117</td>
</tr>
<tr>
<td></td>
<td></td>
<td>800</td>
<td>163</td>
<td>18600</td>
<td>114</td>
</tr>
<tr>
<td></td>
<td></td>
<td>900</td>
<td>183</td>
<td>20100</td>
<td>110</td>
</tr>
<tr>
<td></td>
<td></td>
<td>975</td>
<td>192</td>
<td>20600</td>
<td>107</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1A</td>
<td>208</td>
<td>21700</td>
<td>104</td>
</tr>
</tbody>
</table>

Notes:
1. Nominal lumens: Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures

#### 4000K (NW) and 5000K (NW)

<table>
<thead>
<tr>
<th>Product</th>
<th>LED Code</th>
<th>Drive Current Code</th>
<th>System Wattage (W)</th>
<th>Delivered Lumens (Lm)</th>
<th>Efficacy (Lm/W)$^1$</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCL1</td>
<td>60G</td>
<td>350</td>
<td>70</td>
<td>9250</td>
<td>132</td>
</tr>
<tr>
<td></td>
<td></td>
<td>450</td>
<td>85</td>
<td>11000</td>
<td>129</td>
</tr>
<tr>
<td></td>
<td></td>
<td>530</td>
<td>105</td>
<td>13300</td>
<td>127</td>
</tr>
<tr>
<td></td>
<td></td>
<td>610</td>
<td>120</td>
<td>15000</td>
<td>125</td>
</tr>
<tr>
<td></td>
<td></td>
<td>700</td>
<td>135</td>
<td>16400</td>
<td>121</td>
</tr>
<tr>
<td>GCL1</td>
<td>80G</td>
<td>350</td>
<td>85</td>
<td>11700</td>
<td>138</td>
</tr>
<tr>
<td></td>
<td></td>
<td>450</td>
<td>115</td>
<td>15200</td>
<td>132</td>
</tr>
<tr>
<td></td>
<td></td>
<td>530</td>
<td>130</td>
<td>16800</td>
<td>129</td>
</tr>
<tr>
<td></td>
<td></td>
<td>610</td>
<td>160</td>
<td>20000</td>
<td>125</td>
</tr>
<tr>
<td></td>
<td></td>
<td>700</td>
<td>185</td>
<td>22100</td>
<td>119</td>
</tr>
<tr>
<td>GCL2</td>
<td>60G</td>
<td>750</td>
<td>149</td>
<td>18500</td>
<td>124</td>
</tr>
<tr>
<td></td>
<td></td>
<td>800</td>
<td>163</td>
<td>19600</td>
<td>120</td>
</tr>
<tr>
<td></td>
<td></td>
<td>900</td>
<td>183</td>
<td>21200</td>
<td>116</td>
</tr>
<tr>
<td></td>
<td></td>
<td>975</td>
<td>192</td>
<td>21800</td>
<td>114</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1A</td>
<td>208</td>
<td>22900</td>
<td>110</td>
</tr>
</tbody>
</table>

Notes:
1. Nominal lumens: Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures

© 2013 Leotec Electronic USA GCLG-Series. Specifications subject to change without notice.
# GreenCobra™ LED Street Light
## GCL G-Series Specification Data Sheet

### BUG Ratings

#### 3000K (WW)

<table>
<thead>
<tr>
<th>Product</th>
<th>LED Code</th>
<th>Drive Current Code</th>
<th>Type 25</th>
<th>Type 2R</th>
<th>Type 3R</th>
<th>Type 4</th>
<th>Type 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCL1</td>
<td>60G</td>
<td></td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td></td>
<td>350</td>
<td></td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td></td>
<td>450</td>
<td></td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td></td>
<td>530</td>
<td></td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td></td>
<td>610</td>
<td></td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td></td>
<td>700</td>
<td></td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td>GCL2</td>
<td>60G</td>
<td></td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
</tr>
<tr>
<td></td>
<td>900</td>
<td></td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
</tr>
<tr>
<td></td>
<td>975</td>
<td></td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
</tr>
<tr>
<td></td>
<td>3A</td>
<td></td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
</tr>
</tbody>
</table>

#### 4000K (NW)

<table>
<thead>
<tr>
<th>Product</th>
<th>LED Code</th>
<th>Drive Current Code</th>
<th>Type 25</th>
<th>Type 2R</th>
<th>Type 3R</th>
<th>Type 4</th>
<th>Type 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCL1</td>
<td>60G</td>
<td></td>
<td>B1 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td></td>
<td>350</td>
<td></td>
<td>B1 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td></td>
<td>450</td>
<td></td>
<td>B1 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td></td>
<td>530</td>
<td></td>
<td>B1 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td></td>
<td>610</td>
<td></td>
<td>B1 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td></td>
<td>700</td>
<td></td>
<td>B1 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td>GCL2</td>
<td>60G</td>
<td></td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
</tr>
<tr>
<td></td>
<td>900</td>
<td></td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
</tr>
<tr>
<td></td>
<td>975</td>
<td></td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
</tr>
<tr>
<td></td>
<td>3A</td>
<td></td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
</tr>
</tbody>
</table>

©2017 Loelek Electronics. All Rights Reserved. Specifications subject to change without notice.
## BUG Ratings

<table>
<thead>
<tr>
<th>Product</th>
<th>LED Code</th>
<th>Drive Current Code</th>
<th>Type 2S BUG Rating</th>
<th>Type 2R BUG Rating</th>
<th>Type 3S BUG Rating</th>
<th>Type 4 BUG Rating</th>
<th>Type 5 BUG Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCL1</td>
<td>50G</td>
<td></td>
<td>B1 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>350</td>
<td>450</td>
<td>530</td>
<td>610</td>
<td>700</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
</tr>
<tr>
<td>GCL2</td>
<td>60G</td>
<td></td>
<td>B1 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>530</td>
<td>610</td>
<td>700</td>
<td>750</td>
<td>800</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B2 U0 G2</td>
<td>B3 U0 G3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
<td>B4 U0 G2</td>
</tr>
<tr>
<td></td>
<td>900</td>
<td></td>
<td>B3 U0 G2</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
</tr>
<tr>
<td></td>
<td>975</td>
<td></td>
<td>B3 U0 G2</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B4 U0 G2</td>
</tr>
<tr>
<td></td>
<td>1A</td>
<td></td>
<td>B3 U0 G2</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B3 U0 G3</td>
<td>B4 U0 G2</td>
</tr>
</tbody>
</table>

©2017 leotek Electronics USA GCL_G-Series_090317 Specifications subject to change without notice
GreenCobra™ Midsize LED Street Light
GCM H-Series Specification Data Sheet

Luminaire Data

Weight 10 lbs [4.6 kg]
EPA 0.44 ft²

Ordering Information
Sample Catalog No. GCM2 30H MV NW 2R GY 700 PCR7 WL

<table>
<thead>
<tr>
<th>Product</th>
<th>LED Code</th>
<th>Voltage</th>
<th>Color Temperature</th>
<th>Distribution</th>
<th>Finish</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCM2</td>
<td>30H</td>
<td>MV</td>
<td>3000K</td>
<td>2S Type 2 Short</td>
<td>GY Gray</td>
<td>FDC* Fixed Drive Current</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HV</td>
<td>4000K</td>
<td>2R Type 2 Medium</td>
<td>DB Dark</td>
<td>FAA Full field Adjustability</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NW</td>
<td>5000K</td>
<td>4 Type 4</td>
<td>BK Black</td>
<td>LPCR Less Photocell Receptacle</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CW</td>
<td>6500K</td>
<td>5 Type 5</td>
<td></td>
<td>PC7 Control Ready 7-wire Photocell Receptacle</td>
</tr>
<tr>
<td>GCM2</td>
<td>40H</td>
<td>MV</td>
<td>3000K</td>
<td>2S Type 2 Short</td>
<td>GY Gray</td>
<td>404 Drive Current Code</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NW</td>
<td>4000K</td>
<td>2R Type 2 Medium</td>
<td>DB Dark</td>
<td>40-48W Watervlus Label</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PW</td>
<td>5000K</td>
<td>4 Type 4</td>
<td>BK Black</td>
<td>6-Way Mounting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CW</td>
<td>6500K</td>
<td>5 Type 5</td>
<td></td>
<td>8-Way Watervlus Mounting</td>
</tr>
</tbody>
</table>

Notes:
1. Gray, Black, and Bronze standard. Consult factory for other finishes.
2. Specified drive current code is the factory set maximum drive current. Field adjustable current selector enables standard dimming to lower wattage drive currents only. Consult factory if wattage limits require a special drive current.
4. Field adjustable current selector included to enable standard dimming to lower wattage drive current only. Field changeable connectors included to enable connection to PC7 (wireless node dimming is disabled by default).
5. Control ready wired at factory for wireless node dimming. Supplied at minimum drive current if a lower drive current is required, consult factory.
6. Flip mounted right side shield. Shield cuts light off at 1/2 mounting height behind luminaire.
7. Flip mounted cut-off side shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1/2 mounting height on either side of luminaire.
8. Specify MV (120-277V) or HV (347-480V).

*Accessories are ordered separately and must be included in the catalog number. For factory assistance: VELS CUS consult factory.

©2017 Litek Electronics USA. GCM_H-Series_Spec_Sheet_090117 Specifications subject to change without notice.
GreenCobra™ Midsize LED Street Light
GCM H-Series Specification Data Sheet

Luminaire Specifications

Housing
Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket is available. Mounting provisions meet 3G vibration per ANSI C136.31-2010 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from ±5" in 2.5" steps. Electrical components are accessed without tools via a high-strength, non-conductive polycarbonate door with quick-release latches. Polycarbonate material meets UL 746C for outdoor usage. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

Light Emitting Diodes
High flux/high power white LEDs produce a minimum of 90% of ideal intensity over 75,000 hours of life based on IES LM-21 8,900 ± 75k hours. LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI. Minimum LED life is 100,000 hours. Uses isolated power supply that is 1:100 dimmable. Power supply is wired with quick-disconnect terminals. Power supply features a minimum power factor of 90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEE/AES C62.11 Category C, High, 20kV/10kA and ANSI C136.2-2015, 20kV/10kA.

Electrical
Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1:100 dimmable. Power supply is wired with quick-disconnect terminals. Power supply features a minimum power factor of 90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEE/AES C62.11 Category C, High, 20kV/10kA and ANSI C136.2-2015, 20kV/10kA.

Controls
3-Wire photocell receptacle is standard ANSI C136.41. 7-wire (PC7R) photocell receptacle is available. All photocell receptacles have tool-less rotatable bases. Wireless control module is provided by others.

Quality Control
Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

Optical Systems
Micro-lens optical systems produce IESNA Type 2, Type 3, Type 4, or Type 5 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total luminous below 60° (BUGrating, U-0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Clear-de-sac shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

Finish
Housing receives a durable, fade-resistant polyester powder coat finish with 3.0 mil nominal thickness. Finish tested to withstand 5000 hours in salt spray exposure per ASTM B117. Finish meets crevice corrosion rating 8 per ASTM D1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

Listings/Registrations/Labels
Luminaires are UL listed for use in wet locations in the United States and Canada. Design lights: Consortium qualified product. Consult DLC ON for Standard and Premium Classification Listings. International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of 40°F to 104°F.

Photometry
Luminaires' photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty
10-year limited warranty is standard on luminaire and components.

Vandal Resistance
Housing and optics rated to IK10.

Standards
Luminaire complies with:
Other: FCC 47 CFR, IEC 60598, ROHS II, UL 1449, UL 1598

©2017 Leotek Electronics USA. GCM_H-Series_Spec_Sheet_2017. Specifications subject to change without notice.
# GreenCobra™ Midsize LED Street Light

## GCM H-Series Specification Data Sheet

### Performance Data: 3000K (WW)

<table>
<thead>
<tr>
<th>Product</th>
<th>LED Code</th>
<th>Drive Current Code</th>
<th>System Wattage (W)</th>
<th>Delivered Lumens (Lm)</th>
<th>Efficacy (Lm/W)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCM2</td>
<td>530</td>
<td>GL 48</td>
<td>58</td>
<td>5770</td>
<td>120</td>
</tr>
<tr>
<td></td>
<td>610</td>
<td>GL 68</td>
<td>82</td>
<td>6700</td>
<td>116</td>
</tr>
<tr>
<td></td>
<td>850</td>
<td>GL 101</td>
<td>104</td>
<td>8800</td>
<td>107</td>
</tr>
<tr>
<td></td>
<td>575</td>
<td>GL 73</td>
<td>107</td>
<td>10640</td>
<td>104</td>
</tr>
<tr>
<td></td>
<td>700</td>
<td>GL 88</td>
<td>121</td>
<td>13040</td>
<td>108</td>
</tr>
<tr>
<td></td>
<td>950</td>
<td>GL 135</td>
<td>14080</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes:
1. Nominal Lumens - Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.

### Performance Data: 4000K (NW) and 5000K (CW)

<table>
<thead>
<tr>
<th>Product</th>
<th>LED Code</th>
<th>Drive Current Code</th>
<th>System Wattage (W)</th>
<th>Delivered Lumens (Lm)</th>
<th>Efficacy (Lm/W)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCM2</td>
<td>530</td>
<td>GL 48</td>
<td>58</td>
<td>6330</td>
<td>132</td>
</tr>
<tr>
<td></td>
<td>610</td>
<td>GL 68</td>
<td>82</td>
<td>7440</td>
<td>128</td>
</tr>
<tr>
<td></td>
<td>850</td>
<td>GL 101</td>
<td>104</td>
<td>8550</td>
<td>126</td>
</tr>
<tr>
<td></td>
<td>575</td>
<td>GL 73</td>
<td>107</td>
<td>11260</td>
<td>128</td>
</tr>
<tr>
<td></td>
<td>700</td>
<td>GL 88</td>
<td>121</td>
<td>13270</td>
<td>124</td>
</tr>
<tr>
<td></td>
<td>950</td>
<td>GL 135</td>
<td>14390</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes:
1. Nominal Lumens - Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.

©2017 leotec Electronics USA. GCM_HSeries_Spec Sheet_090717 Specifications subject to change without notice.
<table>
<thead>
<tr>
<th>Product Code</th>
<th>3000K WW</th>
<th>4000K NW</th>
<th>5000K CW</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LED Code</strong></td>
<td><strong>350</strong></td>
<td><strong>510</strong></td>
<td><strong>530</strong></td>
</tr>
<tr>
<td><strong>Drive Current Code</strong></td>
<td><strong>B2 UB G1</strong></td>
<td><strong>B2 UB G1</strong></td>
<td><strong>B2 UB G1</strong></td>
</tr>
<tr>
<td><strong>Type 25</strong></td>
<td><strong>B1 UB G1</strong></td>
<td><strong>B1 UB G1</strong></td>
<td><strong>B1 UB G1</strong></td>
</tr>
<tr>
<td><strong>Type 2R</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
</tr>
<tr>
<td><strong>Type 3R</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
</tr>
<tr>
<td><strong>Type 4</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
</tr>
<tr>
<td><strong>Type 5</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
</tr>
<tr>
<td><strong>LED Code</strong></td>
<td><strong>610</strong></td>
<td><strong>700</strong></td>
<td><strong>750</strong></td>
</tr>
<tr>
<td><strong>Drive Current Code</strong></td>
<td><strong>B2 UB G1</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
</tr>
<tr>
<td><strong>Type 25</strong></td>
<td><strong>B1 UB G1</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
</tr>
<tr>
<td><strong>Type 2R</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
</tr>
<tr>
<td><strong>Type 3R</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
</tr>
<tr>
<td><strong>Type 4</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
</tr>
<tr>
<td><strong>Type 5</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
</tr>
<tr>
<td><strong>LED Code</strong></td>
<td><strong>700</strong></td>
<td><strong>850</strong></td>
<td><strong>900</strong></td>
</tr>
<tr>
<td><strong>Drive Current Code</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
</tr>
<tr>
<td><strong>Type 25</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
</tr>
<tr>
<td><strong>Type 2R</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
</tr>
<tr>
<td><strong>Type 3R</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
</tr>
<tr>
<td><strong>Type 4</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
</tr>
<tr>
<td><strong>Type 5</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
</tr>
<tr>
<td><strong>LED Code</strong></td>
<td><strong>850</strong></td>
<td><strong>950</strong></td>
<td><strong>1A</strong></td>
</tr>
<tr>
<td><strong>Drive Current Code</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
<td><strong>B2 UB G2</strong></td>
</tr>
<tr>
<td><strong>Type 25</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
</tr>
<tr>
<td><strong>Type 2R</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
</tr>
<tr>
<td><strong>Type 3R</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
</tr>
<tr>
<td><strong>Type 4</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
<td><strong>B3 UB G3</strong></td>
</tr>
<tr>
<td><strong>Type 5</strong></td>
<td><strong>B4 UB G4</strong></td>
<td><strong>B4 UB G4</strong></td>
<td><strong>B4 UB G4</strong></td>
</tr>
</tbody>
</table>

© 1977 leutek electronics inc. GCMA-5-REV2 01/07117 Specifications subject to change without notice.
GCJ, GCM and GCL House Side Shield (HSS) Snap-on Assembly

<table>
<thead>
<tr>
<th>Product</th>
<th>HSS Part No.</th>
<th>No. of Shields per Luminaire</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCJ</td>
<td>HSSGCJ</td>
<td>1</td>
</tr>
<tr>
<td>GCM</td>
<td>HSSGCM</td>
<td>2</td>
</tr>
<tr>
<td>GCL</td>
<td>HSSGCL</td>
<td>4</td>
</tr>
</tbody>
</table>

NOTES:
- Color: Black
- Meets ROHS standard
- Meets UL94 SVA Flammability Standard
- Clips on top sides of shield easily snap into place against edges of light engine
- All models snap-on without tools.
- House Side Shields cut off light trespass at approximately ½ the mounting height behind the pole
WRCOG Custom Name Plate

Exhibit B, Part 2 – Products Section Luminaires L.i. requests custom name plates beyond the ANSI wattage label. Leotek is able to provide custom labels with prior design approval from the customer. Our only concern has to do with available space on the surface of the fixture.

Custom labels are nothing new for Leotek. We have provided them to Snohomish County PUD, Clark County PUD and Ameren Corporation. Below is a photo of the custom label we do for Ameren. This label denotes a high voltage model. It is a blend of the ANSI wattage label and the high voltage designation.

Leotek is happy to work with WRCOG to design a label to suit your purposes.
**EXHIBIT "B"**
**DELIVERY SCHEDULE**
*[ADJUST AS APPROPRIATE SUBJECT TO PROGRESS MILESTONES]*

**Delivery Schedule (Estimated)**

<table>
<thead>
<tr>
<th>Acquisition Process</th>
<th>SCE Transition Start</th>
<th>Delivery Schedule</th>
<th>Phase 1 Transition (retrofit start)</th>
<th>Phase 2 (if needed)</th>
<th>Phase 3 (if needed)</th>
<th>Phase 4 (if needed)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Retrofit, O&amp;M, LED fixture, and financing GOALS</strong></td>
<td>Finance Closing and LED selection GOAL</td>
<td></td>
<td>LED fixture delivery date GOAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perris</td>
<td>+ 60 days</td>
<td>Min. 2 weeks prior to Phase 1 Transition</td>
<td>+ 30 days</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## EXHIBIT “C” FEE SCHEDULE

<table>
<thead>
<tr>
<th><em>Luminaire Designation</em></th>
<th><strong>Existing Wattage</strong></th>
<th><strong>Proposed Luminaire</strong></th>
<th><em><strong>Quantity</strong></em></th>
<th>*<em><strong>Unit Price</strong></em></th>
<th>Maximum Not To Exceed Total (in $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition B</td>
<td>50W HPS</td>
<td>GCJ0-15H-MV-27-XX-GY-390-WL-PCR7</td>
<td>1</td>
<td>$ 92.80</td>
<td>92.80</td>
</tr>
<tr>
<td>Condition B</td>
<td>70W HPS</td>
<td>GCJ0-15H-MV-27-XX-GY-490-WL-PCR7</td>
<td>63</td>
<td>$ 92.80</td>
<td>5,846.40</td>
</tr>
<tr>
<td>Condition B</td>
<td>100W HPS</td>
<td>GCJ0-15H-MV-27-XX-GY-700-WL-PCR7</td>
<td>2879</td>
<td>$ 95.50</td>
<td>274,944.50</td>
</tr>
<tr>
<td>Condition B</td>
<td>150W HPS</td>
<td>GCJ2-20H-MV-27-XX-GY-830-WL-PCR7</td>
<td>1</td>
<td>$137.60</td>
<td>137.60</td>
</tr>
<tr>
<td>Condition B</td>
<td>200W HPS</td>
<td>GCM2-30MV-27-XX-GY-530-WL-PCR7</td>
<td>1162</td>
<td>$137.60</td>
<td>159,891.20</td>
</tr>
<tr>
<td>Condition B</td>
<td>200W HPS Int</td>
<td>GCL1-60G-MV-27-XX-GY-700-WL-PCR7</td>
<td>0</td>
<td>$208.80</td>
<td>0.00</td>
</tr>
<tr>
<td>Condition B</td>
<td>250W HPS</td>
<td>GCL1-60G-MV-27-XX-GY-610-WL-PCR7</td>
<td>1</td>
<td>$208.80</td>
<td>208.80</td>
</tr>
<tr>
<td>Condition B</td>
<td>400W HPS</td>
<td>GCL1-60G-MV-27-XX-GY-610-WL-PCR7</td>
<td>0</td>
<td>$208.80</td>
<td>0.00</td>
</tr>
<tr>
<td>Condition B</td>
<td>35W LPS</td>
<td>GCJ0-15H-MV-27-XX-GY-300-WL-PCR7</td>
<td>0</td>
<td>$92.80</td>
<td>0.00</td>
</tr>
<tr>
<td>Condition B</td>
<td>55W LPS</td>
<td>GCJ0-15H-MV-27-XX-GY-490-WL-PCR7</td>
<td>20</td>
<td>$92.80</td>
<td>1,856.00</td>
</tr>
<tr>
<td>Condition B</td>
<td>90W LPS</td>
<td>GCM2-30MV-27-XX-GY-610-WL-PCR7</td>
<td>0</td>
<td>$137.60</td>
<td>0.00</td>
</tr>
<tr>
<td>Condition B</td>
<td>135W LPS</td>
<td>GCM2-40H-MV-27-XX-GY-1A-WL-PCR7</td>
<td>13</td>
<td>$208.80</td>
<td>2,714.40</td>
</tr>
</tbody>
</table>

TOTAL CONTRACT SERVICES = $445,692.00
TOTAL TAX @ 7.75% = $34,541.13
GRAND TOTAL = $480,233.13

*Pricing for all Lighting Conditions, A, B or C are the same price.

** Luminaire also includes cul-de-sac and house light shields, custom name plate, and all photometry necessary do determine fixture schedule for Lighting Conditions A, B or C, for all City Streets. The "XX" represents optical designation, Type 1, 2, 3, 4 and 5, and are the same price. The "27" is the CCT color 2700K, and 3000k shall be the same price.

***Quantity of fixtures subject to change per final True-up performed during SCE’s Inventory and Inspection Period, and final count of City owned-lights that City would like to add to project. Unit Price is provided as “each” and is not quantity dependent. Leotek Electronics will hold pricing on All luminaires, except 150w HPS (1ea) and 250w HPS (1ea) until June 1, 2019.

****Unit Price set at a Not-To Exceed price unless otherwise approved by the City representative.
The price does not include photocell. Leotek Electronics will hold pricing on all luminaires, except 150w HPS (1ea) and 250w HPS (1ea) until June 1, 2019.
EXHIBIT “D” RFO 17-09 AND RESPONSE
[SEE ATTACHED ELECTRONIC MEDIA (CD-ROM)]
Consideration of a Resolution establishing the Marijuana Distribution and Commercial Manufacturing Tax Rate and providing a Deduction for Certain Taxes under Chapter 3.40 of the Perris Municipal Code

REQUESTED ACTION: Approve Resolution No. (Next in order) establishing a tax rate of 10% for marijuana distribution and 10% for commercial manufacturing operations and providing a deduction that permits marijuana dispensaries and distribution and manufacturing operations to deduct the amount of sales and use taxes and excise taxes collected from consumers and remitted to the State from their reported proceeds for the purpose of calculating their taxes owed to the City.

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development

BACKGROUND/DISCUSSION:

Manufacturing and Distribution Tax Rate

On January 9, 2018, the City Council voted 4-1 to introduce first reading of an Ordinance to permit commercial wholesale marijuana distribution and manufacturing, subject to a Community Benefit Agreement (CBA). This was followed by a 3-2 vote on the second reading on January 30, 2018, to enact the Ordinance thirty days thereafter (March 2, 2018). The CBA was set in place to provide a benefit to the City in the form of a fee to fund City programs and activities to be deposited into the City's general fund and available for any lawful purpose as determined by the City Council. The CBA would terminate upon approval of a tax by the voters of Perris that is similar in nature to the CBA. For the Council's information, two CBAs have been approved for marijuana distribution, one set at 5% and one at 6% based upon the survey of taxation rates at the time of the CBA approval.

At the November 6, 2018 General Municipal Election, Perris voters approved Measure G to impose a maximum 10% tax upon the proceeds of marijuana distribution and manufacturing operations. Pursuant to Chapter 3.40 of Title 3 of the Perris Municipal Code (PMC), upon approval of the tax measure, the final tax rate is to be set by a City Council Resolution, up to a maximum of 10%.

For the Council's information, staff conducted a survey of southern California jurisdictions to see the range of tax rates in the nearby Southern California region. Staff found a tax rate of up to 10% for commercial wholesale marijuana distribution, 10% for general marijuana manufacturing and 40% for exotic marijuana manufacturing, as summarized in the table on the following page:
<table>
<thead>
<tr>
<th></th>
<th>Distribution Tax</th>
<th>Manufacturing Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cathedral City</td>
<td>10%</td>
<td>5% for crude</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10% for distillate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>40% for exotic/boutique</td>
</tr>
<tr>
<td>City of Los Angeles</td>
<td>1%</td>
<td>2%</td>
</tr>
<tr>
<td>Culver City</td>
<td>2% until 2020; may increase up to 6%</td>
<td>4% until 2020; may increase up to 6%</td>
</tr>
<tr>
<td>City of San Diego</td>
<td>5% but will increase to 8% July 2019</td>
<td>5% but will increase to 8% July 2019</td>
</tr>
<tr>
<td>City of Santa Ana</td>
<td>8%</td>
<td>8%</td>
</tr>
<tr>
<td>City of Long Beach</td>
<td>6% until 2019; may increase up to 8%</td>
<td>6% until 2019; may increase up to 8%</td>
</tr>
<tr>
<td>City of Costa Mesa</td>
<td>6%</td>
<td>6%</td>
</tr>
<tr>
<td>City of San Jacinto</td>
<td>$10 per sf of distribution area</td>
<td>$25 per sf of manufacturing area</td>
</tr>
<tr>
<td>City of Adelanto</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>County of Riverside</td>
<td>Development Agreement</td>
<td>Development Agreement</td>
</tr>
<tr>
<td>Lake Elsinore</td>
<td>Development Agreement</td>
<td>Development Agreement</td>
</tr>
<tr>
<td>Moreno Valley</td>
<td>8%</td>
<td>8%</td>
</tr>
</tbody>
</table>

*Establishment of a Deduction for Sales and Use Taxes and Excise Taxes*

Sections 3.40.020(a) and 3.40.020(c) of the Municipal Code impose a tax upon the proceeds of marijuana distribution and manufacturing operations and marijuana dispensaries. “Proceeds” is defined by Section 3.40.010 of the Municipal Code as the “total revenue and/or money received through the sale of goods and/or services before any deductions or allowances (e.g., rent, cost of goods sold, taxes).” Thus, the definition of proceeds includes sales and use taxes and excise taxes collected by the business from their consumers and remitted to the State. The result is that the calculation of the taxes owed to the City includes sales and use taxes and excise taxes.

In order to remedy this, Section 3.40.030(b) allows the City Council to establish “exemptions, incentives, or other reductions” to the tax, and allows the City Council to eliminate any established exemptions, incentives, and reductions. As such, the proposed resolution establishes a deduction that allows an affected business to deduct from its reported proceeds the amount it collects in sales and use taxes and excises taxes from its consumers and paid to the State. For example, if a business’ proceeds are $1,000 with $10 of those proceeds are sales and use taxes and excise taxes, then it may deduct the $10 from the $1,000 resulting in $990. The $990 will then be utilized to calculate the taxes owed to the City:

| Total Reported Proceeds (including Sales and Use Taxes and Excise Taxes): | $1,000.00 |
| Total Sales and Use Taxes and Excise Taxes:                             | $10.00    |
| Taxable Proceeds after deduction of Sales and Use Taxes and Excise Taxes: | $990.00   |

**STAFF RECOMMENDATION:**

Staff recommends that the City Council review and approve the attached resolution that establishes a taxation rate of 10% for commercial wholesale marijuana distribution and 10% for marijuana manufacturing and establishing a deduction that permits marijuana dispensaries and distribution and manufacturing operations to deduct the amount of sales and use taxes and excise taxes collected from consumers and remitted to the State from their reported proceeds for the purpose of calculating their taxes owed to the City.
**BUDGET (or FISCAL) IMPACT:** Cost for staff preparation of this item is covered in the current budget.

**Prepared by:** Kenneth Phung, Planning Manager

**REVIEWED BY:** Dr. Grace Williams, Director of Planning and Economic Development

City Attorney

Assistant City Manager

Finance Director

Attachment: Resolution

Consent: February 12, 2019
RESOLUTION NUMBER (NEXT IN ORDER)


WHEREAS, a General Municipal Election was held in the City of Perris, California, on November 8, 2016, at which a ballot measure was submitted to the voters concerning the adoption of a proposed ordinance for the imposition of a maximum 10% tax upon the gross receipts of marijuana dispensaries and a maximum of $25 per square foot tax upon marijuana cultivation, which is codified under Chapter 3.40 of Title 3 of the Perris Municipal Code ("Measure J");

WHEREAS, Measure J was approved by the voters;

WHEREAS, a General Municipal Election was held in the City of Perris, California, on November 6, 2018, at which a ballot measure ("Measure G") was submitted to the voters concerning the adoption of a proposed ordinance for the imposition of a maximum 10% tax upon the proceeds of marijuana distribution and manufacturing operations, which was added to Chapter 3.40 of Title 3 of the Perris Municipal Code;

WHEREAS, Measure G was approved by the voters;

WHEREAS, Section 3.40.020(c) of the Perris Municipal Code imposes the taxes contemplated by Measure G upon the distribution and manufacturing of marijuana operations, regardless of whether such distribution or manufacturing operations are permitted to operate within the City;

WHEREAS, Sections 3.40.020(c) and 3.40.030(b) of the Perris Municipal Code permit the City Council to set by resolution the rate at which the proceeds of marijuana distribution and manufacturing operations are to be taxed provided that such rate shall not exceed the rate of $0.10 for each $1.00 of proceeds or fractional part thereof;

WHEREAS, Section 3.40.030(b) of the Perris Municipal Code permits the City Council to establish exemptions, incentives, or other reductions for taxes authorized by Chapter 3.40 of the Perris Municipal Code.

WHEREAS, Section 3.40.010 of the Perris Municipal Code defines the term "proceeds" as "total revenue and/or money received through the sale of goods and/or services before any deductions or allowances (e.g., rent, cost of goods sold, taxes)," which means that a business' calculation for taxes owed to the City includes the sales and use taxes and excise taxes that it collects from its consumers and which it remits to the State of California.
WHEREAS, the City Council now desires to set the rate at which the proceeds of marijuana distribution and manufacturing operations are to be taxed pursuant to Section 3.40.020(c) of the Perris Municipal Code, and also now desires to establish a deduction for the taxes authorized by Sections 3.40.020(a) and 3.40.020(b) of the Perris Municipal Code so that, in calculating the taxes owed to the City pursuant to Sections 3.40.020(a) and 3.40.020(c) of the Perris Municipal Code, such businesses and operations may deduct the amount of any sales and use taxes and any excise taxes collected from their consumers and paid to the State of California from their reported proceeds, as defined by Chapter 3.40 of Title 3 of the Perris Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Except as otherwise provided, the terms used in this Resolution shall have the same meanings as those terms provided in Chapter 3.40 of the Perris Municipal Code.

Section 3. That, pursuant to Sections 3.40.020(c), 3.40.030(b), and 3.40.090 of the Perris Municipal Code, the City Council hereby establishes the tax rate imposed upon the proceeds of marijuana distribution and manufacturing operations at $0.10 for each $1.00 of proceeds or fractional part thereof.

Section 4. That, pursuant to Section 3.40.030(b) of the Perris Municipal Code, the City Council hereby establishes the following deduction for the taxes imposed by Sections 3.40.020(a) and 3.40.020(c) of the Perris Municipal Code:

a. State Sales and Use Tax and Excise Tax Deduction. In calculating taxes owed pursuant to Chapter 3.40 of the Perris Municipal Code, businesses subject to the taxes provided in Sections 3.40.020(a) and 3.40.020(c) of the Perris Municipal Code may deduct from their reported proceeds an amount equal to the amount of sales and use taxes and excise taxes collected from a consumer and paid to the State of California. For example, if a business reports $1,000 in proceeds with $10 of such proceeds attributable to sales and use taxes and excise taxes collected, then the business may deduct $10 from the $1,000. This will result in $990 in taxable proceeds that will be used to calculate the taxes owed by the business to the City pursuant to Sections 3.40.020(a) and 3.40.020(c) of the Perris Municipal Code.

b. Nothing herein shall limit the City Council's authority to eliminate this deduction pursuant to its authority under Section 3.40.030(b) of the Perris Municipal Code.

Section 5. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.
PASSED, APPROVED AND ADOPTED by the City Council of the City of Perris, California, at a regular meeting held on the _____ day of _____, 2019.

ATTEST:

Michael M. Vargas, Mayor

______________________________
Nancy Salazar, City Clerk
CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: February 26, 2019

SUBJECT: Approve a professional contract for design services for the Perris Downtown Skills Training and Job Placement Center

REQUESTED ACTION: Approve a professional contract for design services for the Perris Downtown Skills Training and Job Placement Center

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development

BACKGROUND/DISCUSSION:
On December 4, 2018 the City of Perris Planning & Economic Development division posted a Request for Proposals/Qualifications for the design of the Downtown Skills Training and Job Placement Center. The closing period for submittals was January 7, 2019 at 2pm. City staff received ten (10) proposals in response to our notice and three were immediately disqualified as they did not meet the deadline or required delivery method. A panel of independent reviewers was formed to score the remaining seven (7) applications and of the seven the top three (3) firms were invited to submit competitive bids for the project by close of business day on February 1, 2019. Based on staff’s review of submittals we have determined that Blue Stone Management provided the most competitive bid that would allow the city to meet its desired 18-month timeframe for the project. The selected firm will complete, at a minimum, the following tasks: Facility planning; Design field surveying; Quality Control – Peer Review; Quantity Survey/Estimating; Conceptual design, including preliminary construction cost estimates; Structural/MEP/Civil Engineering; Preparation of construction documents, including improvement plans, specifications, and cost estimate (PS&E); and Assistance during the bidding process, including review of the bids. The attached contract and exhibits are standard forms provided by the American Institute of Architects. If the City Council approves the contract, the draft will be finalized by the City Attorney’s office and the City Manager. If there are any substantive changes the contract will be brought back to Council for further consideration. The cost for contract is set at a not to exceed amount of $790,000 and is covered under the approved CEDC budget for the Skills Center project. Moreover, costs could qualify for reimbursement under the Federal EDA grant award.

STAFF RECOMMENDATION:
Staff recommends that the City Council approve the attached contract for design services related to the Perris Downtown Skills Training and Job Placement Center.

BUDGET (or FISCAL) IMPACT: Cost for contractor is covered under the approved CEDC budget for the Skills Center project. Moreover, costs could qualify for reimbursement under the Federal EDA grant award.

01006.0099:535159.1
Prepared by: Dr. Grace Williams, Director of Planning and Economic Development

REVIEWED BY:

City Attorney
Assistant City Manager
Finance Director

Attachment: Professional Services Contract

Consent: February 26, 2019
Standard Form of Amendment for the Agreement Between Owner and Architect where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner

This AMENDMENT dated: 

(Insert this Amendment's effective date)

is made to the AGREEMENT dated 

(Insert the date of the Agreement between the Owner and the Architect)

BETWEEN the Owner:

(Name, Legal Status and Address)

City of Perris
135 N. D Street
Perris, CA 92570

and the Architect:

(Name, Legal Status and Address)

Blue Stone Management
6033 West Century Blvd, Suite 1290
Los Angeles, CA 90046
310.410.9892

for the following Project:

(Include detailed description of Project, location, address and scope.)

Perris Downtown Skills Training and Job Placement Center
City of Perris, CA

The Owner and the Architect agree that the terms and conditions governing the Architect's services and responsibilities under the Agreement referred to above shall be amended to include the construction management services specified in this Amendment as an addition to the Architect's Basic Services under that Agreement.
ARTICLE 1 CONSTRUCTION MANAGEMENT RESPONSIBILITIES

§ 1.1 The construction management services to be provided by the Architect are as enumerated in Articles 2 and 3 of this Amendment and any other services included in Article 6.

§ 1.2 The Architect shall provide organization, personnel and management to carry out the requirements of this Amendment in an expeditious and economical manner consistent with the interests of the Owner.

§ 1.3 The services covered by this Amendment are subject to the time limitations contained in the Agreement between Owner and Architect referenced above.

ARTICLE 2 SCOPE OF SERVICES DURING PRECONSTRUCTION PHASES

§ 2.1 The Architect, as a part of the Architect's review of the program furnished by the Owner, shall provide a preliminary evaluation of the feasibility of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.2 The Architect shall prepare, in addition to preliminary estimates of Construction Cost for program requirements based on early schematic designs and other design criteria, comparative estimates for the cost evaluations of alternative materials and systems.

§ 2.3 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Architect shall prepare and update preliminary Construction Cost estimates with increasing detail and refinement. Such estimates shall be provided for the Owner's review and approval prior to the commencement of performance by the Architect of services for each succeeding Preconstruction Phase. If separate contracts are to be awarded, the estimated cost of the scope of Work for each contract shall be indicated with supporting detail. The Architect shall advise the Owner if it appears that a preliminary Construction Cost estimate may exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.4 Following the Owner's approval of the Construction Documents, the Architect shall update and submit the latest estimate of Construction Cost for the Owner's approval in accordance with the Agreement.

§ 2.5 The Architect shall submit recommendations on relative feasibility of construction methods, methods of Project delivery, availability of materials and labor, time requirements for procurement, installation, and construction, and appropriate utilization of the site for mobilization of construction forces and materials.

§ 2.6 The Architect shall prepare and update a Project schedule to show the timing of anticipated services and construction Work for the Owner's review and approval prior to commencement of the Architect's services for each succeeding Preconstruction Phase.

§ 2.7 In developing the Project schedule, the Architect shall identify critical and long-lead-time items for the coordination and integration of the Architect's services with the Owner's responsibilities, including the services of the Owner's other consultants and contractors.

§ 2.8 The Architect shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 2.9 The Architect shall submit a list of prospective bidders and a bidding schedule for the Owner's review and approval.

§ 2.10 The Architect shall solicit bidders' interest in the Project. The Architect shall assist the Owner in issuing bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Architect shall assist the Owner with the receipt of questions from bidders and the issuance of addenda.

§ 2.11 The Architect shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts.

§ 2.12 The Architect shall conduct pre-award conferences with successful bidders. The Architect shall advise the Owner of any reasonable objections to the proposed list of Subcontractors and material suppliers.
§ 2.13 The Architect shall make recommendations to the Owner regarding the assignment of responsibilities for providing temporary Project facilities and services for common use of the Contractors. The Architect shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 2.14 The Architect shall advise the Owner on the division of the Project into separate contracts or various categories for work including method be used for selecting Contractors and awarding contracts.

§ 2.15 The Architect shall make recommendations to the Owner regarding the allocation of responsibilities for Project conditions among the Contractors.

§ 2.16 The Architect shall assist the Owner in obtaining applicable building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors.

ARTICLE 3 SCOPE OF SERVICES DURING THE CONSTRUCTION PHASE

§ 3.1 The Architect shall prepare a Project construction schedule providing for each scope of Work, including phasing of construction, times for commencement and completion required of each separate Contractor, ordering and delivery of materials requiring long-lead time and the occupancy requirements of the Owner.

§ 3.2 The Architect shall provide the Project construction schedule for each set of Contract Documents.

§ 3.3 The Architect shall provide administrative, management and related services to endeavor to coordinate the activities of the Contractors with each other and with those of the Owner and the Architect to complete the Project in accordance with the latest approved estimate of Construction Cost, the Project construction schedule and the Contract Documents.

§ 3.4 The Architect shall schedule and conduct preconstruction, construction and progress meetings with the Owner and the Contractors to discuss such matters as procedures, progress and scheduling. The Architect shall prepare and promptly distribute minutes to the Owner and Contractors.

§ 3.5 Utilizing the Construction Schedules provided by the Contractors, the Architect shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long-lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Architect shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates the previously approved Project construction schedule may not be met, the Architect shall recommend corrective action to the Owner.

§ 3.6 Consistent with the Bidding Documents, and utilizing information from the Contractors, the Architect shall endeavor to coordinate the sequence of construction and assignment of space in areas where multiple Contractors are performing Work.

§ 3.7 The Architect shall monitor the approved estimate of Construction Cost. The Architect shall show actual costs for activities in progress and estimates for uncompleted tasks.

§ 3.8 The Architect shall develop cash flow reports and forecasts for the Project and advise the Owner as to variances between actual and budgeted or estimated costs.

§ 3.9 The Architect shall maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.

§ 3.10 The Architect shall record the progress of the Project with written progress reports to the Owner including information on each Contractor's Work, as well as the entire Project, showing percentages of completion.

§ 3.11 The Architect shall keep a daily log containing a record of weather, Contractor's Work on site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.
§ 3.12 The Architect shall maintain at the Project site, on a current basis: one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; other related documents and revisions that arise out of the Contracts or Work. The Architect shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Architect shall make all such records available to the Owner and, upon completion of the Project, shall deliver them to the Owner.

ARTICLE 4 THE OWNER'S RESPONSIBILITIES
§ 4.1 The Owner reserves the right to perform Work related to the Project with the Owner's own forces, and to award contracts in connection with the Project that are not part of the Architect's responsibilities under this Amendment. The Architect shall notify the Owner if any such independent action will in any way interfere with the Architect's ability to perform under this Amendment.

§ 4.2 The Owner shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the Architect's services.

ARTICLE 5 BASIS OF COMPENSATION
§ 5.1 The Owner shall compensate the Architect FOR AMENDMENT SERVICES as described in Articles 2 and 3, and any other services described in Article 6 of this Amendment. Compensation shall be computed as follows:

$150,000 – ONE HUNDRED AND FIFTY DOLLARS AND ZERO CENTS. TOTAL CONTRACT SEVEN HUNDRED AND NINETY THOUSAND DOLLARS ($790,000)

ARTICLE 6 OTHER CONDITIONS OR SERVICES
§ 6.1 The following Reimbursable Expenses are in addition to those listed in the Agreement modified by this Amendment:

No Reimbursable Expenses.

§ 6.2 This Amendment shall further modify the Agreement as follows:
(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Amendment.)

N/A

This Amendment entered into as of the day and year first written above.

OWNER

(Signature)

(printed name and title)

ARCHITECT

(Signature)

(printed name and title)
DRAFT  AIA® Document A201™ - 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Perris Downtown Skills Training and Job Placement Center
City of Perris, CA

THE OWNER:
(Name, legal status and address)

City of Perris
138 N. D Street
Perris, CA 92570

THE ARCHITECT:
(Name, legal status and address)

Blue Stone Management
6033 West Century Blvd., Suite 1290
Los Angeles, CA 90046
310.410.9892

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document contains important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™ Guide for Supplementary Conditions.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.
TERMINATION OR SUSPENSION OF THE CONTRACT

CLAIMS AND DISPUTES
INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work
3.16, 6.2.1, 12.1

Accident Prevention
10

Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda
1.1.1

Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.4

Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6

Administration of the Contract
3.1.3, 4.2, 9.4, 9.5

Advertisement or Invitation to Bid
1.1.1

Aesthetic Effect
4.2.13

Allowances
3.8

Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration
8.3.1, 15.3.2, 15.4

ARCHITECT
4

Architect, Definition of
4.1.1

Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect’s Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect’s Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect’s Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect’s Authority to Reject Work
3.5, 4.2.6, 12.1, 12.2.1

Architect’s Copyright
1.1.7, 1.5

Architect’s Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect’s Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect’s Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect’s Interpretations
4.2.11, 4.2.12

Architect’s Project Representative
4.2.10

Architect’s Relationship with Contractor
1.1.2, 1.5.2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.4.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10.3.1, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7.8.3, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect’s Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect’s Representations
9.4.2, 9.5.1, 9.10.1

Architect’s Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos
10.3.1

Attorneys’ Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts
6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work
5.2

Basic Definitions
1.1

Bidding Requirements
1.1.1

Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Liens
7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5

Building Information Models Use and Reliance
1.8

Building Permit
3.7.1

Capitalization
1.3

Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.5.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

AIA Document A201™ - 2017. Copyright © 1911, 1916, 1918, 1925, 1937, 1961, 1961, 1961, 1962, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:22:51 ET on 02/11/2019 under Order No. 941599928 which expires on 02/02/2020, and is not for resale.
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 4.7.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, 14
Contract Administration
3.1.3, 4.9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 3.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.4.5, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6.7, 7.7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2,
9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2,
6.2.2, 7.8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,
10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correlation of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,
11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.5, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1.2, 15.2.1
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance,
Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1
Definitions
1.1, 2.1.1.3, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.2.3, 4.1.1.5, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.5, 3.4, 3.5, 3.8.2, 3.8.3, 8.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.2.1
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14.4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3.1, 15.1.6, 15.2.5
Failure of Payment
9.5.1.3, 9.7, 10.10.2, 13.5, 14.1.3, 14.9.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3

AIA Document A201™ - 2017
by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17/12/21 ET on 02/11/2019 under Order No. 9419593926 which expires on 02/02/2029, and is not for resale.

User Notes:
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, 10.3
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 4.2.9, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,
11
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor’s Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner’s Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured Loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.9.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6.3, 3.10.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10.3, 3.11.3.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4.8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, 10.3
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2,
10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic’s Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,
15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7.8.3.1, 9.7,
10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4,
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
8.2.9 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5,
15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, 2.2, 2.3, 2.3.2, 2.12.10, 6.1.3, 6.1.4, 6.2.5,
9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1,
13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner’s Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.6.4, 9.9.1, 9.10.2,
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
15.2.7
Owner’s Insurance
11.2
Owner’s Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner’s Right to Carry Out the Work
2.5, 14.2.2
Owner’s Right to Clean Up
6.3
Owner’s Right to Perform Construction and to
Award Separate Contracts
6.1
Owner’s Right to Stop the Work
2.4
Owner’s Right to Suspend the Work
14.3
Owner’s Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications
and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
5.3
Partial Occupancy or Use
9.6.6, 9.9
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 11.1.2
Permits, Fees, Notices and Compliance with Laws
2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION
OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7
Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 5.1.4
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, 11.2
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retention
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.1.1, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,
15.1.2, 15.1.3, 15.4

Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, 15.1.7
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1
ARTICLE 1  GENERAL PROVISIONS
§ 1.1 Basic Definitions
§ 1.1.1 The Contract Documents
The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect’s consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties.

§ 1.1.3 The Work
The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings
The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined; (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

§ 1.6 Notice
§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G203™-2013, Project Building Information Modeling Protocol Form, shall be at the using or
relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER
§ 2.1 General
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 Evidence of the Owner’s Financial Arrangements
§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor’s request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as “confidential,” the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose “confidential” information, after seven (7) days’ notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose “confidential” information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner
§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner’s Right to Stop the Work
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner’s Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR
§ 3.1 General
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor
§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as...
the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor’s proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.1.2.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
§ 3.5 Warranty
§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contractor Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes
The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.
§ 3.8 Allowances
§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,
.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
.2 Contractor’s costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor’s costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent
§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner’s consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor’s Construction and Submittal Schedules
§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect’s approval. The Architect’s approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor’s construction schedule, and (2) allow the Contractor reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site
The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and
similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect’s approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect’s approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will
specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor’s design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor’s tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss or account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.
§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4  ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.
§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect’s review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect’s responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in
number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work
§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations
By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise by the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts
§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term “Separate Contractor(s)” shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to a completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up
If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contacts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7  CHANGES IN THE WORK

§ 7.1 General
§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives
§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract Documents or subsequently agreed upon;
3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
1. Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work
The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8  TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
§ 8.2 Progress and Completion
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION
§ 9.1 Contract Sum
§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values
Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment.

§ 9.3 Applications for Payment
§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect any change if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1976, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:22:51 ET on 02/17/2013 under Order No.941599528 which expires on 02/02/2020, and is not for resale.
§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect’s decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments
§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time prescribed in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor’s payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney’s fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.
§ 9.7 Failure of Payment
If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion
§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor’s list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use
§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.
§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor’s notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payoffs, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers’ warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys’ fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property
§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;
the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor’s organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor’s notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed
by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect’s consultants, and agents and employees of any of them, from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor’s fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 Contractor’s Insurance and Bonds
§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect’s consultants shall be named as additional insureds under the Contractor’s commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor’s Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the
procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner’s Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner’s Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect’s consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they may have to proceed of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss
§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insured, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice of object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for the reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 Uncovering of Work
§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work
§ 12.2.1 Before Substantial Completion
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion
§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.
§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies
§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections
§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect...
timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner’s expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect’s services and expenses, shall be at the Contractor’s expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest
Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner’s obligations under the Contract...
Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days’ notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause
§ 14.2.1 The Owner may terminate the Contract if the Contractor
   .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
   .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
   .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
   .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
   .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
   .2 Accept assignment of subcontracts pursuant to Section 5.4; and
   .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience
§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
   .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
   .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner’s convenience, the Contractor shall
   .1 cease operations as directed by the Owner in the notice;
   .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
   .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner’s convenience, the Owner shall pay the Contractor for Work
properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES
§ 15.1 Claims
§ 15.1.1 Definition
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims
The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims
§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance
§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes
.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker’s sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner’s expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration
§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder
§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party.
provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.
CITY OF PERRIS
PERRIS COMMUNITY
ECONOMIC DEVELOPMENT CORPORATION
AGENDA SUBMITTAL

MEETING DATE: February 26, 2019

SUBJECT: Approve a professional contract for design services for the Perris Downtown Skills Training and Job Placement Center

REQUESTED ACTION: Approve a professional contract for design services for the Perris Downtown Skills Training and Job Placement Center

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development

BACKGROUND/DISCUSSION:
On December 4, 2018 the City of Perris Planning & Economic Development division posted a Request for Proposals/Qualifications for the design of the Downtown Skills Training and Job Placement Center. The closing period for submittals was January 7, 2019 at 2pm. City staff received ten (10) proposals in response to our notice and three were immediately disqualified as they did not meet the deadline or required delivery method. A panel of independent reviewers was formed to score the remaining seven (7) applications and of the seven the top three (3) firms were invited to submit competitive bids for the project by close of business day on February 1, 2019. Based on staff’s review of submittals we have determined that Blue Stone Management provided the most competitive bid that would allow the city to meet its desired 18-month timeframe for the project. The selected firm will complete, at a minimum, the following tasks: Facility planning; Design field surveying; Quality Control – Peer Review; Quantity Survey/Estimating; Conceptual design, including preliminary construction cost estimates; Structural/MEP/Civil Engineering; Preparation of construction documents, including improvement plans, specifications, and cost estimate (PS&E); and Assistance during the bidding process, including review of the bids. The attached contract and exhibits are standard forms provided by the American Institute of Architects. If the CEDC approves the contract, the draft will be finalized by the City Attorney’s office and the Executive Director for the CEDC. If there are any substantive changes the contract will be brought back to Council for further consideration. The cost for contract is set at a not to exceed amount of $790,000 and is covered under the approved CEDC budget for the Skills Center project. Moreover, costs could qualify for reimbursement under the Federal EDA grant award.

STAFF RECOMMENDATION:
Staff recommends that the Board for the Perris Community Economic Development Corporation approve the attached contract for design services related to the Perris Downtown Skills Training and Job Placement Center.

BUDGET (or FISCAL) IMPACT: Cost for contractor is covered under the approved CEDC budget for the Skills Center project. Moreover, costs could qualify for reimbursement under the Federal EDA grant award.
Prepared by: Dr. Grace Williams, Director of Planning and Economic Development

REVIEWED BY:

City Attorney
Assistant City Manager
Finance Director

Attachment: Professional Services Contract

Consent: February 26, 2019
Standard Form of Amendment for the Agreement Between Owner and Architect where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner

This AMENDMENT dated: [Insert this Amendment's effective date]

is made to the AGREEMENT dated [Insert the date of the Agreement between the Owner and the Architect]

BETWEEN the Owner:
(Name, Legal Status and Address)

City of Ferris
135 N. D Street
Ferris, CA 92570

and the Architect:
(Name, Legal Status and Address)

Blue Stone Management
6033 West Century Blvd, Suite 1290
Los Angeles, CA 90046
310.410.9892

for the following Project:
(Include detailed description of Project, location, address and scope.)

Ferris Downtown Skills Training and Job Placement Center
City of Ferris, CA

The Owner and the Architect agree that the terms and conditions governing the Architect's services and responsibilities under the Agreement referred to above shall be amended to include the construction management services specified in this Amendment as an addition to the Architect's Basic Services under that Agreement.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the AIA and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ELECTRONIC COPYING of any portion of this AIA Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.
ARTICLE 1 CONSTRUCTION MANAGEMENT RESPONSIBILITIES
§ 1.1 The construction management services to be provided by the Architect are as enumerated in Articles 2 and 3 of this Amendment and any other services included in Article 6.

§ 1.2 The Architect shall provide organization, personnel and management to carry out the requirements of this Amendment in an expeditious and economical manner consistent with the interests of the Owner.

§ 1.3 The services covered by this Amendment are subject to the time limitations contained in the Agreement between Owner and Architect referenced above.

ARTICLE 2 SCOPE OF SERVICES DURING PRECONSTRUCTION PHASES
§ 2.1 The Architect, as a part of the Architect's review of the program furnished by the Owner, shall provide a preliminary evaluation of the feasibility of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.2 The Architect shall prepare, in addition to preliminary estimates of Construction Cost for program requirements based on early schematic designs and other design criteria, comparative estimates for the cost evaluations of alternative materials and systems.

§ 2.3 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Architect shall prepare and update preliminary Construction Cost estimates with increasing detail and refinement. Such estimates shall be provided for the Owner's review and approval prior to the commencement of performance by the Architect of services for each succeeding Preconstruction Phase. If separate contracts are to be awarded, the estimated cost of the scope of Work for each contract shall be indicated with supporting detail. The Architect shall advise the Owner if it appears that a preliminary Construction Cost estimate may exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.4 Following the Owner's approval of the Construction Documents, the Architect shall update and submit the latest estimate of Construction Cost for the Owner's approval in accordance with the Agreement.

§ 2.5 The Architect shall submit recommendations on relative feasibility of construction methods, methods of Project delivery, availability of materials and labor, time requirements for procurement, installation and construction, and appropriate utilization of the site for mobilization of construction forces and materials.

§ 2.6 The Architect shall prepare and update a Project schedule to show the timing of anticipated services and construction Work for the Owner's review and approval prior to commencement of the Architect's services for each succeeding Preconstruction Phase.

§ 2.7 In developing the Project schedule, the Architect shall identify critical and long-lead-time items for the coordination and integration of the Architect's services with the Owner's responsibilities, including the services of the Owner's other consultants and contractors.

§ 2.8 The Architect shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 2.9 The Architect shall submit a list of prospective bidders and a bidding schedule for the Owner's review and approval.

§ 2.10 The Architect shall solicit bidders' interest in the Project. The Architect shall assist the Owner in issuing bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Architect shall assist the Owner with the receipt of questions from bidders and the issuance of addenda.

§ 2.11 The Architect shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts.

§ 2.12 The Architect shall conduct pre-award conferences with successful bidders. The Architect shall advise the Owner of any reasonable objections to the proposed list of Subcontractors and material suppliers.
§ 2.13 The Architect shall make recommendations to the Owner regarding the assignment of responsibilities for providing temporary Project facilities and services for common use of the Contractors. The Architect shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 2.14 The Architect shall advise the Owner on the division of the Project into separate contracts or various categories for work including method be used for selecting Contractors and awarding contracts.

§ 2.15 The Architect shall make recommendations to the Owner regarding the allocation of responsibilities for Project conditions among the Contractors.

§ 2.16 The Architect shall assist the Owner in obtaining applicable building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors.

ARTICLE 3 SCOPE OF SERVICES DURING THE CONSTRUCTION PHASE

§ 3.1 The Architect shall prepare a Project construction schedule providing for each scope of Work, including phasing of construction, times for commencement and completion required of each separate Contractor, ordering and delivery of materials requiring long-lead time and the occupancy requirements of the Owner.

§ 3.2 The Architect shall provide the Project construction schedule for each set of Contract Documents.

§ 3.3 The Architect shall provide administrative, management and related services to endeavor to coordinate the activities of the Contractors with each other and with those of the Owner and the Architect to complete the Project in accordance with the latest approved estimate of Construction Cost, the Project construction schedule and the Contract Documents.

§ 3.4 The Architect shall schedule and conduct preconstruction, construction and progress meetings with the Owner and the Contractors to discuss such matters as procedures, progress and scheduling. The Architect shall prepare and promptly distribute minutes to the Owner and Contractors.

§ 3.5 Utilizing the Construction Schedules provided by the Contractors, the Architect shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long-lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Architect shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates the previously approved Project construction schedule may not be met, the Architect shall recommend corrective action to the Owner.

§ 3.6 Consistent with the Bidding Documents, and utilizing information from the Contractors, the Architect shall endeavor to coordinate the sequence of construction and assignment of space in areas where multiple Contractors are performing Work.

§ 3.7 The Architect shall monitor the approved estimate of Construction Cost. The Architect shall show actual costs for activities in progress and estimates for uncompleted tasks.

§ 3.8 The Architect shall develop cash flow reports and forecasts for the Project and advise the Owner as to variances between actual and budgeted or estimated costs.

§ 3.9 The Architect shall maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.

§ 3.10 The Architect shall record the progress of the Project with written progress reports to the Owner including information on each Contractor's Work, as well as the entire Project, showing percentages of completion.

§ 3.11 The Architect shall keep a daily log containing a record of weather, Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.
§ 3.12 The Architect shall maintain at the Project site, on a current basis: one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; other related documents and revisions that arise out of the Contracts or Work. The Architect shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Architect shall make all such records available to the Owner and, upon completion of the Project, shall deliver them to the Owner.

ARTICLE 4 THE OWNER'S RESPONSIBILITIES
§ 4.1 The Owner reserves the right to perform Work related to the Project with the Owner's own forces, and to award contracts in connection with the Project that are not part of the Architect's responsibilities under this Amendment. The Architect shall notify the Owner if any such independent action will in any way interfere with the Architect's ability to perform under this Amendment.

§ 4.2 The Owner shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the Architect's services.

ARTICLE 5 BASIS OF COMPENSATION
§ 5.1 The Owner shall compensate the Architect FOR AMENDMENT SERVICES as described in Articles 2 and 3, and any other services described in Article 6 of this Amendment. Compensation shall be computed as follows:

$150,000 – ONE HUNDRED AND FIFTY DOLLARS AND ZERO CENTS. TOTAL CONTRACT SEVEN HUNDRED AND NINETY THOUSANDDOLLARS ($790,000.)

ARTICLE 6 OTHER CONDITIONS OR SERVICES
§ 6.1 The following Reimbursable Expenses are in addition to those listed in the Agreement modified by this Amendment:

No Reimbursable Expenses.

§ 6.2 This Amendment shall further modify the Agreement as follows:
(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Amendment.)

N/A

This Amendment entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name and title)

ARCHITECT

(Signature)

(Printed name and title)
General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

TABLE OF ARTICLES

1  GENERAL PROVISIONS
2  OWNER
3  CONTRACTOR
4  ARCHITECT
5  SUBCONTRACTORS
6  CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7  CHANGES IN THE WORK
8  TIME
9  PAYMENTS AND COMPLETION
10  PROTECTION OF PERSONS AND PROPERTY
11  INSURANCE AND BONDS
12  UNCOVERING AND CORRECTION OF WORK
13  MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A201®—2017, Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1987, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:22:51 ET on 02/11/2019 under Order No.941999928 which expires on 02/02/2020, and is not for resale.

User Notes:
TERMINATION OR SUSPENSION OF THE CONTRACT

CLAIMS AND DISPUTES
INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6
Administration of the Contract
3.1.3, 4.2, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, 15.4
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 6.10, 6.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7.8.3, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.5, 9.6.8, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.2, 14.1.1.3, 14.2.4, 15.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives
1.1.1, 4.2.3, 7.3.9, 7.3.10, 8.3.1, 7.3.11

Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance
15.1.4

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 14.5, 14

Contract Administration
3.1.3, 4.9.4, 9.5

Contract Award and Execution, Conditions Relating to
3.7.1, 5.2.6, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of
1.1.1

Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,
9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,
12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of
9.1

Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7.7, 7.8.10, 7.4, 8.1.1,
8.2.1, 8.2.3, 8.3.1, 9.5.1.9, 10.3.2, 12.1.1, 12.2.12,
14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of
8.1.1

CONTRACTOR
3

Contractor, Definition of
3.1, 6.1.2

Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.2.1, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.14.8.2, 4.2.3, 4.2.6,
10.2, 10.3, 11.3, 14.1, 14.2.1.2

Contractor's Liability Insurance
11.1
Contractor’s Relationship with Separate Contractors and Owner’s Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor’s Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor’s Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.6, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2.4, 5.2, 6.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor’s Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor’s Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor’s Review of Contract Documents
3.2
Contractor’s Right to Stop the Work
2.2.2, 9.7
Contractor’s Right to Terminate the Contract
14.1
Contractor’s Submittals
Contractor’s Superintendent
3.9, 10.2.6
Contractor’s Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.6, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 14.5.1
Damages for Delay
6.2.3, 8.3.3, 9.5.1, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.2, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.5.4, 9.5.5, 9.5.1, 9.5.6, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.3.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.4, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor’s
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.5.3, 9.5.1, 9.5.3, 9.9.1, 10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 15.1.1
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5
Failure of Payment
9.5.1, 9.7, 9.10.2, 13.5, 14.1, 14.3, 14.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10.2, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner’s
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law
13.1

Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, 10.3

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,
11

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor’s Liability
11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner’s Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS
11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.9.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.9.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2.5, 3.2.2, 3.10.1, 3.12.5, 3.3.16.1, 4.2.7,
5.2, 5.4, 6.2.4, 7.3, 7.4.8, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 10.2, 10.2.2, 13.4, 14, 15,
15.1.2, 15.3, 15.1.5

Materials, Hazardous
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic’s Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,
15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS
13

Modifications, Definition of
1.1.1

Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.2, 7, 8.3.1, 9.7,
10.3.2

Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4,
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
8.2.9, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5,
15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1,
13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.3.2, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to
Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4

Ownership and Use of Drawings, Specifications
and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
5.3
Partial Occupancy or Use
9.6.6, 9.9
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Permits, Fees, Notices and Compliance with Laws
2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION
OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7
Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 5.1.4
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, 11.2
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3, 2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.3, 3.12, 1, 3.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and
Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.16.2
Separate Contracts and Contractors
1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.1.2.1
Stopping the Work
2.2.2, 2.4.9, 7.10, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.9, 5.2.3, 5.3, 5.4,
9.3.12, 9.6.7
Subcontractual Relations
5.3, 5.4, 5.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.2.3, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8.9.9.1, 9.10.3,
12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5.7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.5
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.2.3, 6.2.4,
7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10.12.14, 15.1.4

by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and
International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil
and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at
17:22:51 ET on 02/12/2019 under Order No. 8415504528 which expires on 02/22/2020, and is not for resale. 
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE
CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,
15.1.2, 15.1.3, 15.4

Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF
WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, 15.1.7
Waiver of Claims by the Owner
9.9.3, 9.10.2, 9.10.3, 9.10.4, 12.2.2, 1, 13.3.2, 14.2.4,
15.1.7
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7.8.2.2, 12.1, 12.2, 13.4.2, 14.3.1
ARTICLE 1  GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in expectation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service § 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submitting or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

§ 1.6 Notice § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or
relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER
§ 2.1 General
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 Evidence of the Owner’s Financial Arrangements
§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor’s request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as “confidential,” the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose “confidential” information, after seven (7) days’ notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose “confidential” information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner
§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures, and for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner’s Right to Stop the Work
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner’s Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or delay a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor
§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as
the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor fails to perform those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor’s proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
§ 3.5 Warranty
§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.3.4.

§ 3.6 Taxes
The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15. 

AIA Document A201® – 2013. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:32:51 ET on 02/11/2019 under Order No.9419599926 which expires on 02/08/2020, and is not for resale.

User Notes:
§ 3.8 Allowances
§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,
.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
.2 Contractor’s costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor’s costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent
§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner’s consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor’s Construction and Submittal Schedules
§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect’s approval. The Architect’s approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor’s construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site
The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and
similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples
§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will
specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor’s design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor’s tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss or account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.
§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2, and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.
§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect’s review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect’s responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS
§ 5.1 Definitions
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in
number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work
§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsibly in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations
By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts
§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor, and

2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor’s compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor’s obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner’s Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term “ Separate Contractor(s)” shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully caused to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner’s Right to Clean Up
If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK
§ 7.1 General
§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives
§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers’ compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor’s agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment, for those costs and certify for payment the amount that the Architect determines, in the Architect’s professional judgment, to be reasonably justified. The Architect’s interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work
The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect’s order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect’s order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
§ 8.2 Progress and Completion
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION
§ 9.1 Contract Sum
§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values
Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment.

§ 9.3 Applications for Payment
§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retentions if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment
§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification
§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment on, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of .1 defective Work not remedied;
 .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
 .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
 .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 .5 damage to the Owner or a Separate Contractor;
 .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments
§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.
§ 9.7 Failure of Payment
If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion
§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor’s list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use
§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.
§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor’s notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers’ warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys’ fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property
§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to .1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed
by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor’s fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 Contractor’s Insurance and Bonds
§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect’s consultants shall be named as additional insureds under the Contractor’s commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor’s Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the


User Notes:
procurement of replacement coverage for the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance
§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner’s Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation
§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss
§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt of the settlement, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 Uncovering of Work
§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.2.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work
§ 12.2.1 Before Substantial Completion
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion
§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.
§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies
§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections
§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect
timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner’s expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect’s services and expenses, shall be at the Contractor’s expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest
Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner’s obligations under the Contract.
Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause
§ 14.2.1 The Owner may terminate the Contract if the Contractor
  .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
  .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
  .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  .2 Accept assignment of subcontracts pursuant to Section 5.4; and
  .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience
§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
  .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
  .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
  .1 cease operations as directed by the Owner in the notice;
  .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
  .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

AIA Document A201™ - 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1976, 1978, 1979, 1983, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software on 12/03/2016 under Order No.94150981024 which expires on 02/02/2021, and is not for resale.
properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims
§ 15.1.1 Definition
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims
The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims
§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance
§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes...
.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker’s sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist, the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner’s expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either: (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall: (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nevertheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration
§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder
§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party.
provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.
BACKGROUND/DISCUSSION:

The purpose of this item is to present an updated version of the WRCOG Joint Powers Agreement (JPA) and Bylaws. These updates were made based on direction at a previous Administration & Finance Committee meeting to prepare this comprehensive update, and incorporates a variety of changes, mostly minor in nature, based on staff and legal counsel review.

Earlier in 2018, WRCOG was asked by several members of the Executive Committee to research and recommend potential options related to the appointment of alternates for the Board of Supervisors. This topic was discussed at the April 11th and June 13th Administration & Finance Committee meetings. During the course of these discussions, the issue of a larger update to the WRCOG JPA and Bylaws was also discussed. It was determined that it would be appropriate to conduct a comprehensive review of both documents as a significant period of time had lapsed (over five years) since the last comprehensive update of these documents.

The items for consideration today are the result of a comprehensive review of both documents by staff and legal counsel. While numerous changes are recommended, many of these changes reflect minor word changes and/or corrections, or address other minor issues. Red-line versions of both documents are attached to this staff report as a reference.

To facilitate review, the following are noteworthy changes to the JPA and Bylaws which are discussed below.

Joint Powers Agreement Changes

1. Sections 2.12, 3.1 and 4.5 of the Agreement updates the JPA to formally recognize that the Treasurer / Auditor of WRCOG is a WRCOG employee appointed pursuant to Section 6505.6 of the Government Code. The language in the current agreement includes outdated language referencing the County Treasurer.
2. Section 2.12 formally adds the position of a Second Vice-Chair to the JPA. Currently the Second Vice-Chair is only listed in the Bylaws.

3. Section 2.4 of the Agreement rewords the language establishing the membership of the General Assembly and Executive Committee to more clearly set forth the voting membership of each Committee. The changes do not impact the current process used by WRCOG. Pursuant to the direction of the Administration & Finance Committee, the process for appointing Executive Committee alternates for the Board of Supervisors has not been revised.

4. Section 2.15 clarifies the bond requirements for WRCOG Committee members.

5. Section 2.13 clarifies that the attendance of Executive Committee members at a standing meeting is subject to the Brown Act.

**Bylaws Changes**

1. Article I expressly clarifies the relationship between the JPA and Bylaws.

2. Article II, Section 2.F specifically empowers the Chair to create and appoint ad hoc committees and members in accordance with WRCOG’s standard practices.

3. Article III, Section 5, Article IV, Section 1.D, and Article IV, Section 2.D, adds language making the Bylaws consistent with the JPA in respect to which agencies can vote on TUMF matters.

Staff also wants to highlight areas where changes were not made to either documents. At previous meetings of the Administration & Finance Committee, there have been extended discussions regarding member representation of the Executive Committee.

The first issue concerns the topic of alternates for the Riverside County Board of Supervisors. Staff previously presented several options for consideration and discussion. Specific direction was provided at the June 13, 2018, meeting to not implement any changes and to maintain the current process for alternates for the Board of Supervisors.

The second issue relates to appointments by member cities to the Executive Committee. Staff and legal counsel also reviewed the overall language in the Bylaws related to the appointment of members to the Executive Committee, which currently states:

“The Executive Committee will be composed of the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, the President of each water district, and the Tribal Chairman of the Morongo Band of Mission Indians. Any City Council, at its discretion, can appoint a Mayor Pro Tem or other City Council member in place of the Mayor. Each water district Board, at its discretion, can appoint another Board member in place of the President. The Tribal Council of the Morongo Band of Mission Indians, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman.”

The Administration & Finance Committee centered discussions on whether this section created a potential conflict by noting that the Mayor from any member City was the member of the Executive Committee and then noting that the City Council could appoint a representative in place of the Mayor. Staff and legal counsel reviewed this section and determined that the language seems to clearly note that each City shall have the discretion to establish a process to appoint its own representatives to the Executive Committee. Therefore, no changes were made to the Bylaws related to this item.
**Implementation**

Approval of the Bylaws requires action by the Executive Committee. Once approved, the Bylaws changes take effect immediately. The updated Bylaws will also be brought forward for approval by the WRCOG General Assembly in 2019; however, this approval is a formality as the changes become effective once the Executive Committee acts on them.

The process to approve the updated JPA is more involved. As with the Bylaws, formal action of the Executive Committee is first required. The updated JPA must then be approved by 2/3 of WRCOG member agencies to take effect. Once 2/3 of WRCOG member agencies have approved these changes, the changes become effective. If directed to do so by the Executive Committee, staff will work with each member agency to secure their approval of the updated JPA.

---

**BUDGET (or FISCAL) IMPACT:** This item is for technical updates to WRCOG JPA and Bylaws only; therefore, there is no fiscal impact.

---

Prepared by: Clara Miramontes, Assistant City Manager

**REVIEWED BY:**

City Attorney
Assistant City Manager  
Finance Director  

Attachments:

2. Bylaws for the Western Riverside Council of Governments.
3. WRCOG Resolution Number 43-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments Amending the WRCOG Bylaws.

Consent: February 26, 2019
JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:
I. PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG" or "the Council"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;

b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;

c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and

d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.
1.2.2. The Council shall have the power in its own name to do any of the following;

a. When necessary for the day to day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3. The association shall have the power in its own name, only with the approval of all affected member agencies to:

a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL
2.1 **Parties.**

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the General Assembly or Executive Committee, and which has not, pursuant to provisions hereof, withdrawn therefrom (the "Member Agencies"). Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 **Names.**

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time by the Executive Director. If the Executive Director amends or supplements Exhibit "A", a copy of the revised Exhibit "A" shall be provided to the members.

2.3 **Duties.**

WRCOG shall do whatever is necessary and required to carry out the purposes of this Agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,
within the provisions of Government Code Section 6500 et seq. and as prescribed by
the laws of the State of California.

2.4  **Governing Body.**

2.4.1. WRCOG shall be governed by a General Assembly with
membership consisting of the appropriate representatives from the County of Riverside,
each city which is a signatory to this Agreement, the Western Municipal Water District,
the Eastern Municipal Water District, and the Morongo Band of Mission Indians
("Morongo"). The number of which shall be determined as hereinafter set forth—The
(collectively, the "General Assembly shall meet at least once annually, preferably
scheduled in the evening—Each Member Agencies"). Each General Assembly Member
Agency of the General Assembly shall have one vote for each mayor, council member,
county supervisor, water district board member, and tribal council member present at
the General Assembly. The General Assembly shall act only upon a majority of a
quorum. A quorum shall consist of a majority of the total authorized representatives,
provided that members representing voting representatives of a majority of the General
Assembly Member Agencies are present. The General Assembly shall adopt and
amend by-laws for the administration and management of this Agreement, which when
adopted and approved shall be an integral part of this Agreement. Such by-laws may
provide for the management and administration of this Agreement. The General
Assembly shall meet at least once annually, preferably scheduled in the evening.

2.4.2. There shall be an Executive Committee which exercises the powers
of this Agreement between sessions of the General Assembly. Members of the
Executive Committee shall be the Mayor from each of the member cities, four members
of the Riverside County Board of Supervisors, the President of each Water District, and the Tribal Chairman of Morongo; (the remaining member of the Board of Supervisors shall serve as an alternate, except any "Executive Committee Members"). Each City Council, at its discretion, can appoint its Mayor Pro Tem or other City Council member in place of the Mayor. Each water district board, at its discretion, can appoint another Board member in place of the President. The Tribal Council of Morongo, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies Executive Committee Members. Membership of Morongo on the General Assembly and Executive Committee of WRCOG shall be conditioned on Morongo entering into a separate Memorandum of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The remaining member of the Board of Supervisors shall serve as an alternate for the Board of Supervisors. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.
The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

a. To appoint, direct and remove employees of the Council.

b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.

c. Serve as Secretary of the Council General Assembly and of the Executive Committee.

d. To attend meetings of the General Assembly and Executive Committee.

e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by
resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each Member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this Agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required hereunder shall be evidenced by a certified copy of the action of the governing
body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson, a vice chairperson and a second vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons and the Auditor shall be appointed by the Executive Director and must be officers or employees of WRCOG. The Executive Director may appoint a single officer or employee of WRCOG to serve in both the Treasurer and Auditor positions. Such person(s) shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson and second vice chairperson shall hold office for a period of one year commencing July 1st of each and every fiscal year, provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year at the close of the General Assembly meeting of their election, and ending one year thereafter, or until his or her successor is elected. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of
the members. The appointment by the Executive Committee of such a person shall be
evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All standing committee meetings of WRCOG, including those of the Executive Committee, shall be open to all Executive Committee Members: in accordance with the Brown Act

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and employees as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the Treasurer, the Executive Director, and any other officers or persons designated or empowered by the Executive Committee. Each such officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.
All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed by state law upon the County of Riverside.

2.18 TUMF Matters – Water Districts and Morongo.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee ("TUMF") for cities in Western Riverside County. The fee was established prior to the Water District's and Morongo's involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District, the Eastern Municipal Water District, and Morongo General Assembly and Executive
Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1  Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 et seq., and following, such other duties as may be prescribed by the Executive Committee.

3.2.  Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3.  Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4.  Contributions/Public Funds.
In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contributions from Water Districts and the Morongo Band of Mission Indians.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, and Morongo. The amount of
contributions from these water districts and Morongo shall be through the WRCOG budget process.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.
All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by Auditor shall make or contract with an independent certified public accountant or public accountant to make an annual audit of WRCOG's accounts and records, and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee. The Auditor shall perform those functions required of him or her by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.
Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party’s liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars ($100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party
to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this Agreement and the execution of a written addendum agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the General Assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council by the execution of a separate MOU setting forth the terms of such participation. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;
c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each
remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS:

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements: Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy ("PACE") programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an "Associate Member" status that provides membership in WRCOG to local jurisdictions that are outside WRCOG's jurisdictional boundaries but within whose
boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the "PACE Agreement") on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.
9.2 **Notice.**

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 **Effective Date.**

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.
9.4 **Arbitration.**

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.
9.5 **Partial Invalidity.**

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 **Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.7 **Assignment.**

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 **Execution.**

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.
EXHIBIT “A”

Original Members Agencies

1. City of Banning
2. City of Beaumont (rejoined June 22, 2017)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)
For Reference Only

THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

Participating Agencies

1. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)

2. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)

3. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)

ATTEST:
Clerk of the Board of Supervisors
By: __________________________
Dated: ______________________

COUNTY OF RIVERSIDE

By: __________________________
Chairman, Board of Supervisors

ATTEST:
City Clerk
City of Banning
By: __________________________
Dated: ______________________

CITY OF BANNING

By: __________________________
Mayor

ATTEST:
City Clerk
City of Beaumont
By: __________________________
Dated: ______________________

CITY OF BEAUMONT

By: __________________________
Mayor

ATTEST:
City Clerk
City of Calimesa
By: __________________________
Dated: ______________________

CITY OF CALIMESA

By: __________________________
Mayor
ATTEST:

City Clerk
City of Jurupa Valley

By:__________________________
Dated:________________________

CITY OF JURUPA VALLEY

By:__________________________
Mayor

ATTEST:

City Clerk
City of Lake Elsinore

By:__________________________
Dated:________________________

CITY OF LAKE ELsinore

By:__________________________
Mayor

ATTEST:

City Clerk
City of Menifee

By:__________________________
Dated:________________________

CITY OF MENIFEE

By:__________________________
Mayor

ATTEST:

City Clerk
City of Moreno Valley

By:__________________________
Dated:________________________

CITY OF MORENO VALLEY

By:__________________________
Mayor
ATTEST:

City Clerk
City of San Jacinto

By: __________________________

Dated: ______________________

CITY OF SAN JACINTO

By: __________________________

Mayor

ATTEST:

City Clerk
City of Temecula

By: __________________________

Dated: ______________________

CITY OF TEMECULA

By: __________________________

Mayor

ATTEST:

City Clerk
City of Wildomar

By: __________________________

Dated: ______________________

CITY OF WILDOMAR

By: __________________________

Mayor

ATTEST:

Council Recording Secretary
Morongo Band of Mission Indians

By: __________________________

Dated: ______________________

MORONGO BAND OF MISSION INDIANS

By: __________________________

Tribal Chairman
MEETING DATE: February 26, 2019

SUBJECT: Check Register for January 2019

REQUESTED ACTION: Approve the City's Monthly Check Register for January 2019

CONTACT: Jennifer Erwin, Director of Finance

BACKGROUND/DISCUSSION:
The check register for the month of January 2019 is presented for City Council approval.

BUDGET (or FISCAL) IMPACT: None.

Prepared by: Jennifer Erwin, Director of Finance

REVIEWED BY:
City Attorney
Assistant City Manager
Finance Director

Attachments:

Consen: X
Public Hearing:
Business Item:
Presentation:
Other:
<table>
<thead>
<tr>
<th>CK NUMBER</th>
<th>DATE ISSUED</th>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>134319</td>
<td>01/03/19</td>
<td>ALESHIRE &amp; WYNDER, LLP</td>
<td>LEGAL SERVICES: MARIJUANA REG PRGM AUGUST 2018</td>
<td>$23,601.98</td>
</tr>
<tr>
<td>134320</td>
<td>01/03/19</td>
<td>AMERIPRISE SERVICES INC.</td>
<td>UNIFORM SERVICES</td>
<td>651.79</td>
</tr>
<tr>
<td>134321</td>
<td>01/03/19</td>
<td>BILL &amp; DAVE'S LDSC MAINTENANCE</td>
<td>1431 CARON CT</td>
<td>1,170.00</td>
</tr>
<tr>
<td>134322</td>
<td>01/03/19</td>
<td>CAMERON WELDING SUPPLY</td>
<td>WELDING SUPPLIES</td>
<td>57.20</td>
</tr>
<tr>
<td>134323</td>
<td>01/03/19</td>
<td>HECTOR LEDEMA</td>
<td>MILEAGE REIMBURSEMENT</td>
<td>235.44</td>
</tr>
<tr>
<td>134324</td>
<td>01/03/19</td>
<td>MAMCO INC.</td>
<td>ETHANAC RD WIDENING PROJECT 11/30/18</td>
<td>282,827.35</td>
</tr>
<tr>
<td>134325</td>
<td>01/03/19</td>
<td>GG PUB INC.</td>
<td>CDBG PUBLIC HEARING NOTICE</td>
<td>319.39</td>
</tr>
<tr>
<td>134326</td>
<td>01/03/19</td>
<td>TASO TECH, INC</td>
<td>PUBLIC HEALTH DESKTOP COMPUTER</td>
<td>976.85</td>
</tr>
<tr>
<td>134327</td>
<td>01/03/19</td>
<td>TRI-LAKE CONSULTANTS, INC.</td>
<td>GENERAL ENGINEERING/GOETZ RD/PLACENTIA WIDENING/MOTTE TOWN CENTER/ETC</td>
<td>120,602.25</td>
</tr>
<tr>
<td>134328</td>
<td>01/04/19</td>
<td>ACE INDUSTRIAL SUPPLY, INC</td>
<td>MATERIALS &amp; SUPPLIES FOR STREETS</td>
<td>1,153.43</td>
</tr>
<tr>
<td>134329</td>
<td>01/04/19</td>
<td>ACTION SURVEYS</td>
<td>PLACENTIA AVE TOPOGRAPHIC SURVEY</td>
<td>15,040.00</td>
</tr>
<tr>
<td>134330</td>
<td>01/04/19</td>
<td>ACTIVE IMPRESSIONS</td>
<td>CALENDAR OF EVENTS PRINT</td>
<td>288.19</td>
</tr>
<tr>
<td>134331</td>
<td>01/04/19</td>
<td>ALBERT A. WEBB ASSOCIATES</td>
<td>PERRIS VALLEY STORM DRAIN TRAIL, 10/27/18</td>
<td>25,697.45</td>
</tr>
<tr>
<td>134332</td>
<td>01/04/19</td>
<td>AMAZON WEB SERVICES, INC.</td>
<td>WEB SERVICES, SEPT – DEC 2018</td>
<td>240.82</td>
</tr>
<tr>
<td>134333</td>
<td>01/04/19</td>
<td>ANDERSON ELECTRIC</td>
<td>COMMUNITY GARDEN; INSTALL PANEL/CITY HALL REPAIRS/&quot;D&quot; STREET</td>
<td>7,281.00</td>
</tr>
<tr>
<td>134334</td>
<td>01/04/19</td>
<td>APPLEONE EMPLOYMENT SERVICES</td>
<td>TEMP STAFF SERVICES</td>
<td>4,572.00</td>
</tr>
<tr>
<td>134335</td>
<td>01/04/19</td>
<td>AUTO ZONE COMMERCIAL</td>
<td>REPLACEMENT CALIPERS, ROTORS, WIPER BLADES, ETC</td>
<td>919.00</td>
</tr>
<tr>
<td>134336</td>
<td>01/04/19</td>
<td>BASTION SECURITY INC.</td>
<td>1093 HARLEY KNOX: TOWER SOLAR CAMERAS</td>
<td>1,900.00</td>
</tr>
<tr>
<td>134337</td>
<td>01/04/19</td>
<td>TONYA BURKE</td>
<td>VISION REIMBURSEMENT FY 18-19</td>
<td>173.60</td>
</tr>
<tr>
<td>134338</td>
<td>01/04/19</td>
<td>CALIFORNIA STATE DISEURSEMENT</td>
<td>GARNISHMENT</td>
<td>21.23</td>
</tr>
<tr>
<td>134339</td>
<td>01/04/19</td>
<td>CALIFORNIA STATE DISEURSEMENT</td>
<td>GARNISHMENT</td>
<td>75.23</td>
</tr>
<tr>
<td>134340</td>
<td>01/04/19</td>
<td>CALIFORNIA STATE DISEURSEMENT</td>
<td>GARNISHMENT</td>
<td>200.00</td>
</tr>
<tr>
<td>134341</td>
<td>01/04/19</td>
<td>CAMPOS MATERIALS</td>
<td>60 YARDS ROAD BASE, MERCADO PARK GRASS SEED</td>
<td>1,962.94</td>
</tr>
<tr>
<td>134342</td>
<td>01/04/19</td>
<td>ISABEL CARLOS</td>
<td>BRIEFING MEETING REIMBURSEMENT</td>
<td>378.77</td>
</tr>
<tr>
<td>134343</td>
<td>01/04/19</td>
<td>CORPORATE PAYMENT SYSTEMS</td>
<td>PAYPAL FEE FOR ACCELA SOFTWARE (PLANNING)</td>
<td>30.00</td>
</tr>
<tr>
<td>134344</td>
<td>01/04/19</td>
<td>CORPORATE PAYMENT SYSTEMS</td>
<td>CM: BUSINESS MEALS/FUEL</td>
<td>481.80</td>
</tr>
<tr>
<td>134345</td>
<td>01/04/19</td>
<td>CR&amp;R</td>
<td>SOLID WASTE FEES, NOVEMBER 2018</td>
<td>91,608.05</td>
</tr>
<tr>
<td>134346</td>
<td>01/04/19</td>
<td>CREATIVE PRINTING</td>
<td>&quot;GROW PERRIS&quot; PROGRAMS BOOKLET</td>
<td>21.55</td>
</tr>
<tr>
<td>134347</td>
<td>01/04/19</td>
<td>DAN'S FEED AND SEED INC.</td>
<td>RUBBER BOOTS, PRIMER CLEANER</td>
<td>43.07</td>
</tr>
<tr>
<td>134348</td>
<td>01/04/19</td>
<td>DAVID TAUSIG AND ASSOCIATES, INC.</td>
<td>PARK &amp; TRAIL CFD 11/06-11/26/18</td>
<td>4,398.59</td>
</tr>
<tr>
<td>134349</td>
<td>01/04/19</td>
<td>DEGIURE WEED ABATEMENT</td>
<td>BOARD UP FOR 262 WILLOWBROOK</td>
<td>849.16</td>
</tr>
<tr>
<td>134350</td>
<td>01/04/19</td>
<td>DIVERSIFIED DISTRIBUTION</td>
<td>ENGINE OIL/BATTERY/WIPER BLADES</td>
<td>784.80</td>
</tr>
<tr>
<td>134351</td>
<td>01/04/19</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>11/13-12/10/2018</td>
<td>160,913.52</td>
</tr>
<tr>
<td>134352</td>
<td>01/04/19</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>11/13-12/10/2018</td>
<td>12,420.11</td>
</tr>
<tr>
<td>134353</td>
<td>01/04/19</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>11/13-12/10/2018</td>
<td>2,545.31</td>
</tr>
<tr>
<td>134354</td>
<td>01/04/19</td>
<td>EMPLOYMENT SCREENING SERVICES</td>
<td>FELLOWSHIP SCREENING</td>
<td>140.50</td>
</tr>
<tr>
<td>134355</td>
<td>01/04/19</td>
<td>FRONTIER</td>
<td>WATER DEPT/ANIMAL CONTROL 12/12-1/15/2019</td>
<td>1,292.65</td>
</tr>
<tr>
<td>134356</td>
<td>01/04/19</td>
<td>GLOBAL POWER GROUP, INC.</td>
<td>GENERATOR SERVICE MAINTENANCE- FIRE STATION</td>
<td>451.81</td>
</tr>
<tr>
<td>134357</td>
<td>01/04/19</td>
<td>GORM, INC.</td>
<td>TOILET TISSUE, GRAY ROLL LINER</td>
<td>769.05</td>
</tr>
<tr>
<td>134358</td>
<td>01/04/19</td>
<td>GREER'S CONTRACTING &amp; CONCRETE, INC.</td>
<td>MOTLAGH FITNESS CENTER: RETENTION PAYMENT</td>
<td>4,488.00</td>
</tr>
<tr>
<td>134359</td>
<td>01/04/19</td>
<td>HINDERLITER DeLAMAS &amp; ASSOCIATES</td>
<td>SALES TAX AUDIT, 4TH QTR</td>
<td>24,191.63</td>
</tr>
<tr>
<td>134360</td>
<td>01/04/19</td>
<td>HONEYWELL GLOBAL FINANCE</td>
<td>NOVEMBER 2018 KWH PRODUCTION</td>
<td>10,142.04</td>
</tr>
<tr>
<td>134361</td>
<td>01/04/19</td>
<td>IE GENERAL ENGINEERING, INC.</td>
<td>ASPHALT REPAIR PB-1308</td>
<td>380,324.52</td>
</tr>
<tr>
<td>CK NUMBER</td>
<td>DATE ISSUED</td>
<td>VENDOR</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-----------</td>
<td>------------</td>
<td>--------</td>
<td>-------------</td>
<td>--------</td>
</tr>
<tr>
<td>134405</td>
<td>01/09/2019</td>
<td>PACIFIC CODE COMPLIANCE</td>
<td>PROFESSIONAL SERVICES: PARKS RESTROOMS, NOV 2018</td>
<td>4,655.59</td>
</tr>
<tr>
<td>134406</td>
<td>01/09/2019</td>
<td>GG PUB INC.</td>
<td>CDBG PUBLIC HEARING NOTICE</td>
<td>397.59</td>
</tr>
<tr>
<td>134407</td>
<td>01/09/2019</td>
<td>SIGMA BETA XI INC</td>
<td>CALVIP GRANT SERVICES, OCT 2018</td>
<td>3,395.14</td>
</tr>
<tr>
<td>134408</td>
<td>01/09/2019</td>
<td>LAURA SOSA</td>
<td>FITNESS INSTRUCTOR 12/10-12/29 LIVIEWELL/BOOTCAMP</td>
<td>994.40</td>
</tr>
<tr>
<td>134409</td>
<td>01/09/2019</td>
<td>TRI-LAKE CONSULTANTS, INC.</td>
<td>OFFSITE INSPECTION/GENERAL ENGINEERING/ETHANAC RD/SLURRY SEAL/GRIND &amp; OVERLAY</td>
<td>58,195.25</td>
</tr>
<tr>
<td>134410</td>
<td>01/09/2019</td>
<td>WATER EDUCATION SERVICES, INC</td>
<td>SPECIAL PROJECT COORDINATION 12/01-12/14/18</td>
<td>4,512.50</td>
</tr>
<tr>
<td>134411</td>
<td>01/09/2019</td>
<td>WILLDAN FINANCIAL SERVICES</td>
<td>LANDSCAPING &amp; LIGHTING MAINTENANCE</td>
<td>32,500.00</td>
</tr>
<tr>
<td>134412</td>
<td>01/10/2019</td>
<td>ACE ELECTRIC, INC.</td>
<td>LINEAR PARK 11/30/18</td>
<td>30,626.73</td>
</tr>
<tr>
<td>134413</td>
<td>01/10/2019</td>
<td>AIR &amp; HOSE SOURCE, INC</td>
<td>PARTS FOR FIELD EQUIPMENT MAINTENANCE</td>
<td>134.23</td>
</tr>
<tr>
<td>134414</td>
<td>01/10/2019</td>
<td>ALBERT A. WEBB ASSOCIATES</td>
<td>PERRIS VALLEY STORM DRAIN TRAIL 11/24/18</td>
<td>16,914.85</td>
</tr>
<tr>
<td>134415</td>
<td>01/10/2019</td>
<td>SUSAN ALMANZA</td>
<td>VISION REIMBURSEMENT FY 18-19</td>
<td>447.20</td>
</tr>
<tr>
<td>134416</td>
<td>01/10/2019</td>
<td>ANDERSON ELECTRIC</td>
<td>MAINT/REPAIRS: SEVERAL CITY BUILDINGS &amp; PARKS</td>
<td>14,536.00</td>
</tr>
<tr>
<td>134417</td>
<td>01/10/2019</td>
<td>APPELONE EMPLOYMENT SERVICES</td>
<td>TEMP STAFF SERVICES</td>
<td>3,168.00</td>
</tr>
<tr>
<td>134418</td>
<td>01/10/2019</td>
<td>AUTO AIDE TOWING</td>
<td>CODE ENFORCEMENT DEPT.</td>
<td>16,295.00</td>
</tr>
<tr>
<td>134419</td>
<td>01/10/2019</td>
<td>AUTO ZONE COMMERCIAL</td>
<td>BRAKE PADS, ROTORS, ETC</td>
<td>394.50</td>
</tr>
<tr>
<td>134420</td>
<td>01/10/2019</td>
<td>BECERRA'S BODY &amp; PAINT</td>
<td>REPAIRS TO CITY VEHICLES: ANIMAL CONTROL/CODE ENFORCEMENT</td>
<td>1,383.85</td>
</tr>
<tr>
<td>134421</td>
<td>01/10/2019</td>
<td>TAMMY BIANCO</td>
<td>VISION REIMBURSEMENT FY 18-19</td>
<td>133.02</td>
</tr>
<tr>
<td>134422</td>
<td>01/10/2019</td>
<td>CALIFORNIA VETERINARY SPECIALISTS</td>
<td>EMERGENCY EXAMS</td>
<td>120.00</td>
</tr>
<tr>
<td>134423</td>
<td>01/10/2019</td>
<td>CAMPOS MATERIALS</td>
<td>WOODS CHIPS AT CITY HALL/COMPOST AT ROTARY PARK</td>
<td>374.11</td>
</tr>
<tr>
<td>134424</td>
<td>01/10/2019</td>
<td>CINTAS</td>
<td>FIRST AID KIT SUPPLIES</td>
<td>153.55</td>
</tr>
<tr>
<td>134425</td>
<td>01/10/2019</td>
<td>CIRCLE OF SAFE-T INC</td>
<td>SART EXAM</td>
<td>2,400.00</td>
</tr>
<tr>
<td>134426</td>
<td>01/10/2019</td>
<td>COLD STAR</td>
<td>SNOW DAY: BALANCE FOR JAN 9, 2019</td>
<td>5,260.68</td>
</tr>
<tr>
<td>134427</td>
<td>01/10/2019</td>
<td>COLD STAR</td>
<td>SNOW DAY: JAN 9, 2019</td>
<td>5,260.68</td>
</tr>
<tr>
<td>134428</td>
<td>01/10/2019</td>
<td>CORPORATE CASUALS</td>
<td>POLO SHIRTS FOR IT DEPARTMENT</td>
<td>259.61</td>
</tr>
<tr>
<td>134429</td>
<td>01/10/2019</td>
<td>CORPORATE PAYMENT SYSTEMS</td>
<td>TEEN CENTER/CPRS MEMBERSHIP/RETIREMENT LUNCHEON</td>
<td>3,338.38</td>
</tr>
<tr>
<td>134430</td>
<td>01/10/2019</td>
<td>CR&amp;R</td>
<td>TRASH FEES COLLECTED BY EMWD, OCT 2018</td>
<td>452,841.96</td>
</tr>
<tr>
<td>134431</td>
<td>01/10/2019</td>
<td>CR&amp;R</td>
<td>TRASH FEES COLLECTED BY EMWD, NOV 2018</td>
<td>332,845.37</td>
</tr>
<tr>
<td>134432</td>
<td>01/10/2019</td>
<td>CREATIVE PRINTING</td>
<td>EMPLOYEE QTRLY NEWSLETTER/BUSINESS CARDS</td>
<td>296.32</td>
</tr>
<tr>
<td>134433</td>
<td>01/10/2019</td>
<td>CWEA MEMBERSHIP</td>
<td>CERTIFICATION RENEWAL-PUBLIC WORKS</td>
<td>92.00</td>
</tr>
<tr>
<td>134434</td>
<td>01/10/2019</td>
<td>DAN'S FEED AND SEED INC</td>
<td>CAR KEYS/TRADERSMEN GLOVES/PARTS FACILITY MAINTENANCE</td>
<td>78.00</td>
</tr>
<tr>
<td>134435</td>
<td>01/10/2019</td>
<td>DAVE BANG ASSOCIATES, INC</td>
<td>PICNIC TABLES FOR VARIOUS PARKS</td>
<td>11,158.80</td>
</tr>
<tr>
<td>134436</td>
<td>01/10/2019</td>
<td>ELITE ROAD SERVICES &amp; TIRE, INC.</td>
<td>TIRE REPAIR</td>
<td>120.94</td>
</tr>
<tr>
<td>134437</td>
<td>01/10/2019</td>
<td>FEDERAL EXPRESS CORP</td>
<td>11/28-12/20/18</td>
<td>239.44</td>
</tr>
<tr>
<td>134438</td>
<td>01/10/2019</td>
<td>FIRST SECURITY FINANCE, INC.</td>
<td>LOAN PAYMENT 1/01-2/01/19</td>
<td>2,563.82</td>
</tr>
<tr>
<td>134439</td>
<td>01/10/2019</td>
<td>FRONTIER</td>
<td>TELEPHONE 12/19-1/18/19</td>
<td>77.76</td>
</tr>
<tr>
<td>134440</td>
<td>01/10/2019</td>
<td>GALLS LLC</td>
<td>PATCHES FOR POLICE DEPT</td>
<td>413.76</td>
</tr>
<tr>
<td>134441</td>
<td>01/10/2019</td>
<td>GORM, INC.</td>
<td>TOILET TISSUE, GRAY ROLL LINER</td>
<td>433.69</td>
</tr>
<tr>
<td>134442</td>
<td>01/10/2019</td>
<td>GRAINGER</td>
<td>CITY HALL/BOB GLASS GYM</td>
<td>1,257.58</td>
</tr>
<tr>
<td>134443</td>
<td>01/10/2019</td>
<td>RYAN GRIFFITHS</td>
<td>VISION REIMBURSEMENT FY 18-19</td>
<td>435.00</td>
</tr>
<tr>
<td>134444</td>
<td>01/10/2019</td>
<td>EVERETT HAMBLIV IV</td>
<td>MILEAGE REIMBURSEMENT</td>
<td>258.88</td>
</tr>
<tr>
<td>134445</td>
<td>01/10/2019</td>
<td>HAULAWAY STORAGE CONTAINERS, INC</td>
<td>METZ PARK: 20FT RENTAL 11/14-12/11/18</td>
<td>82.60</td>
</tr>
<tr>
<td>134446</td>
<td>01/10/2019</td>
<td>ANNETTE J. HERRERA</td>
<td>(3) 11x14 PRINT</td>
<td>135.00</td>
</tr>
<tr>
<td>134447</td>
<td>01/10/2019</td>
<td>HORTICULTURAL PEST MANAGEMENT</td>
<td>PEST CONTROL SERVICES NOV-DEC 2018</td>
<td>2,400.00</td>
</tr>
<tr>
<td>CK NUMBER</td>
<td>DATE ISSUED</td>
<td>VENDOR</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
<td>---------------------------------------------</td>
<td>--------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>134448</td>
<td>01/10/2019</td>
<td>IMPERIAL SPRINKLER SUPPLY</td>
<td>SUPPLIES FOR CITY HALL REPAIRS</td>
<td>181.49</td>
</tr>
<tr>
<td>134449</td>
<td>01/10/2019</td>
<td>INLAND LIGHTING SUPPLIES</td>
<td>CESAR E. CHAVEZ LIBRARY</td>
<td>350.19</td>
</tr>
<tr>
<td>134450</td>
<td>01/10/2019</td>
<td>IRON MOUNTAIN</td>
<td>DEV SERVICES STORAGE 1/01-1/31/19</td>
<td>227.42</td>
</tr>
<tr>
<td>134451</td>
<td>01/10/2019</td>
<td>JOHNSON CONTROLS FIRE PROTECTION</td>
<td>400 S. &quot;D&quot; STREET: ANNUAL FIRE ALARM</td>
<td>560.18</td>
</tr>
<tr>
<td>134452</td>
<td>01/10/2019</td>
<td>LANGUAGE NETWORK, INC.</td>
<td>SPANISH INTERPRETATION 12/11/18</td>
<td>270.00</td>
</tr>
<tr>
<td>134453</td>
<td>01/10/2019</td>
<td>LIEBERT CASSIDY WHITMORE</td>
<td>PROFESSIONAL SERVICES 10/31/2018</td>
<td>10,356.00</td>
</tr>
<tr>
<td>134454</td>
<td>01/10/2019</td>
<td>LOR GEOTECHNICAL GROUP INC</td>
<td>ASPHALT REPAIRS: VARIOUS STREETS</td>
<td>3,480.50</td>
</tr>
<tr>
<td>134455</td>
<td>01/10/2019</td>
<td>MICHAEL LUCAS</td>
<td>WORK BOOTS FY 18-19</td>
<td>206.61</td>
</tr>
<tr>
<td>134456</td>
<td>01/10/2019</td>
<td>LYONS SECURITY SERVICE INC.</td>
<td>SECURITY OFFICER FOR CITY HALL</td>
<td>3,384.97</td>
</tr>
<tr>
<td>134457</td>
<td>01/10/2019</td>
<td>MAC TOOLS DISTRIBUTOR</td>
<td>IMPACT WRENCH/THREAD FILES/HAMMERLESS PUNCH</td>
<td>706.81</td>
</tr>
<tr>
<td>134458</td>
<td>01/10/2019</td>
<td>MANPOWER TEMP SERVICES, INC</td>
<td>TEMP STAFF SERVICES</td>
<td>171.37</td>
</tr>
<tr>
<td>134459</td>
<td>01/10/2019</td>
<td>MOTORPORT</td>
<td>CUSTOM ARMOR FOR DEPUTIES</td>
<td>1,633.92</td>
</tr>
<tr>
<td>134460</td>
<td>01/10/2019</td>
<td>NAPA AUTO PARTS</td>
<td>WIPER BLADES/HITCH MOUNT PLATE/PINTLE/TRANSMISSION FILTER</td>
<td>778.79</td>
</tr>
<tr>
<td>134461</td>
<td>01/10/2019</td>
<td>NAWB</td>
<td>NAWB CONFERENCE REGISTRATION</td>
<td>2,725.00</td>
</tr>
<tr>
<td>134462</td>
<td>01/10/2019</td>
<td>P&amp;P UNIFORMS RIV</td>
<td>CODE ENFORCEMENT OFFICER- UNIFORMS</td>
<td>215.46</td>
</tr>
<tr>
<td>134463</td>
<td>01/10/2019</td>
<td>PERR'S CAR WASH</td>
<td>CITY VEHICLES</td>
<td>33.98</td>
</tr>
<tr>
<td>134464</td>
<td>01/10/2019</td>
<td>PITNEY BOWES GLOBAL FINANCIAL</td>
<td>INSERTING SYSTEM 10/20-1/19/19</td>
<td>2,147.75</td>
</tr>
<tr>
<td>134465</td>
<td>01/10/2019</td>
<td>RANPART SECURITY SOLUTIONS INC.</td>
<td>SURVEILLANCE CAMERAS</td>
<td>27,050.75</td>
</tr>
<tr>
<td>134466</td>
<td>01/10/2019</td>
<td>RELIABLE WORKPLACE SOLUTIONS</td>
<td>OFFICE SUPPLIES</td>
<td>4,435.92</td>
</tr>
<tr>
<td>134467</td>
<td>01/10/2019</td>
<td>RIGHTWAY</td>
<td>PORTABLE TOILET SERVICES</td>
<td>175.59</td>
</tr>
<tr>
<td>134468</td>
<td>01/10/2019</td>
<td>RK ENGINEERING GROUP INC</td>
<td>TRAFFIC SIGNAL; ETHANAC RD/MURRIETA RD/WILSON AVE</td>
<td>5,586.00</td>
</tr>
<tr>
<td>134469</td>
<td>01/10/2019</td>
<td>ROSA'S BRIDE &amp; TUX SHOP</td>
<td>SUPPLIES FOR &quot;JINGLE MINGLE&quot;</td>
<td>198.26</td>
</tr>
<tr>
<td>134470</td>
<td>01/10/2019</td>
<td>JUDY ROSEN-HAUGHNEY</td>
<td>MILEAGE REIMBURSEMENT</td>
<td>33.30</td>
</tr>
<tr>
<td>134471</td>
<td>01/10/2019</td>
<td>ROYAL FLUSH PUMPING</td>
<td>SEPTIC LIFT STATION SERVICED</td>
<td>250.00</td>
</tr>
<tr>
<td>134472</td>
<td>01/10/2019</td>
<td>SAM'S CLUB DIRECT</td>
<td>OFFICE SUPPLIES/CHRISTMAS BRUNCH</td>
<td>344.78</td>
</tr>
<tr>
<td>134473</td>
<td>01/10/2019</td>
<td>SANBERNADINO COUNTY SHERIFF</td>
<td>POLYGRAPH SERVICES 11/19/18</td>
<td>300.31</td>
</tr>
<tr>
<td>134474</td>
<td>01/10/2019</td>
<td>SCE</td>
<td>11/15-12/17/2018</td>
<td>35,325.93</td>
</tr>
<tr>
<td>134475</td>
<td>01/10/2019</td>
<td>SCORE SPORTS</td>
<td>YOUTH BASKETBALL LEAGUE JERSEYS</td>
<td>6,111.58</td>
</tr>
<tr>
<td>134476</td>
<td>01/10/2019</td>
<td>SPARKLETT'S</td>
<td>BOTTLED WATER SERVICES</td>
<td>497.46</td>
</tr>
<tr>
<td>134477</td>
<td>01/10/2019</td>
<td>STATE OF CALIFORNIA</td>
<td>BLOOD ALCOHOL ANALYSIS</td>
<td>350.00</td>
</tr>
<tr>
<td>134478</td>
<td>01/10/2019</td>
<td>STAR TECH MARKETS</td>
<td>KITCHEN SUPPLIES/JR CHEF'S SUMMER CAMP</td>
<td>217.71</td>
</tr>
<tr>
<td>134479</td>
<td>01/10/2019</td>
<td>STEVE LEMON AIR CONDITIONING</td>
<td>DEVELOPMENT SERVICES: FAN INSTALLED</td>
<td>450.00</td>
</tr>
<tr>
<td>134480</td>
<td>01/10/2019</td>
<td>SUPERION, LLC</td>
<td>PENTAMATION SOFTWARE MAINTENANCE 1/01-1/31/19</td>
<td>1,557.40</td>
</tr>
<tr>
<td>134481</td>
<td>01/10/2019</td>
<td>TechStyle Inc &amp; Subsidiaries</td>
<td>SALES TAX REBATE 1ST QTR, 2ND QTR</td>
<td>106,325.08</td>
</tr>
<tr>
<td>134482</td>
<td>01/10/2019</td>
<td>RICHARD TOTH</td>
<td>WORK BOOTS FY 18-19</td>
<td>250.00</td>
</tr>
<tr>
<td>134483</td>
<td>01/10/2019</td>
<td>TRANSPORT GRAPHICS</td>
<td>DECALS FOR CODE COMPLIANCE OFFICER</td>
<td>76.56</td>
</tr>
<tr>
<td>134484</td>
<td>01/10/2019</td>
<td>COUNTY OF RIVERSIDE</td>
<td>ETHANAC RD TRAFFIC SIGNAL</td>
<td>311.26</td>
</tr>
<tr>
<td>134485</td>
<td>01/10/2019</td>
<td>U.S. BANK</td>
<td>FISCAL AGENT FEES</td>
<td>40,427.47</td>
</tr>
<tr>
<td>134486</td>
<td>01/10/2019</td>
<td>VISION GLASS AND TINT</td>
<td>TUBE URETHANE</td>
<td>20.00</td>
</tr>
<tr>
<td>134487</td>
<td>01/10/2019</td>
<td>VISUAL EDGE, INC.</td>
<td>COPYER FEES 11/12-11/18</td>
<td>14.49</td>
</tr>
<tr>
<td>134488</td>
<td>01/10/2019</td>
<td>WALTERS WHOLESALE ELECTRIC CO</td>
<td>BOB GLASS GYM/CITY YARD SHOP LIGHTS/METZ PARK/&quot;D&quot; STREET BOLLARD LIGHTS</td>
<td>1,967.32</td>
</tr>
<tr>
<td>134489</td>
<td>01/10/2019</td>
<td>WESTERN RIVERSIDE COUNTY MSHCP</td>
<td>MSHCP FEES COLLECTED, DECEMBER 2018</td>
<td>104,402.52</td>
</tr>
<tr>
<td>134490</td>
<td>01/10/2019</td>
<td>WESTERN RIVERSIDE COUNCIL OF GOVT</td>
<td>TUFM FEES COLLECTED, DECEMBER 2018</td>
<td>146,897.00</td>
</tr>
<tr>
<td>CK NUMBER</td>
<td>DATE ISSUED</td>
<td>VENDOR</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-----------</td>
<td>--------------</td>
<td>---------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>13491</td>
<td>01/10/2019</td>
<td>MICHAEL ZABALA</td>
<td>TECHNICAL TRAINING OCT-NOV 2018</td>
<td>783.00</td>
</tr>
<tr>
<td>13492</td>
<td>01/11/2019</td>
<td>PACIFIC CODE COMPLIANCE</td>
<td>PLANNING SERVICES/EMERGENCY SERVICES AUG-SEP &amp; DEC 2018</td>
<td>41,545.00</td>
</tr>
<tr>
<td>13493</td>
<td>01/11/2019</td>
<td>GG PUB INC.</td>
<td>SHORT TERM RENTAL</td>
<td>456.87</td>
</tr>
<tr>
<td>13494</td>
<td>01/16/2019</td>
<td>AMERICAN FORENSIC NURSES LLC</td>
<td>BLOOD DRAWS</td>
<td>205.00</td>
</tr>
<tr>
<td>13495</td>
<td>01/16/2019</td>
<td>AVANT GARDE, INC.</td>
<td>CAL TRANS PLANNING GRANT WRITING, OCT-NOV 2018</td>
<td>7,500.00</td>
</tr>
<tr>
<td>13496</td>
<td>01/16/2019</td>
<td>BILL &amp; DAVE'S LDSC MAINTENANCE</td>
<td>TREE REMOVAL WITH STUMP GRIND</td>
<td>18,073.16</td>
</tr>
<tr>
<td>13497</td>
<td>01/16/2019</td>
<td>DENNIS GRUBE &amp; ASSOCIATES</td>
<td>DEVELOPMENT REVIEW</td>
<td>4,600.00</td>
</tr>
<tr>
<td>13498</td>
<td>01/16/2019</td>
<td>HOME DEPOT CREDIT SERVICES</td>
<td>SUPPLIES FOR STREETS MAINT/SEAT COVER DISPENSER/HEX BOLTS</td>
<td>1,343.00</td>
</tr>
<tr>
<td>13499</td>
<td>01/16/2019</td>
<td>LA GARDE CAFE</td>
<td>SENIOR CENTER HOLIDAY/PEP PAYROLL REIMBURSEMENT</td>
<td>3,086.37</td>
</tr>
<tr>
<td>13500</td>
<td>01/16/2019</td>
<td>GG PUB INC.</td>
<td>PLANNING COMMISSIONER VACANCY</td>
<td>1,188.08</td>
</tr>
<tr>
<td>13501</td>
<td>01/16/2019</td>
<td>PREBOTT CONSTRUCTION</td>
<td>RAMONA EXPWY BTWN REDLANDS &amp; EVANS</td>
<td>3,500.00</td>
</tr>
<tr>
<td>13502</td>
<td>01/16/2019</td>
<td>RK ENGINEERING GROUP INC</td>
<td>TRAFFIC IMPACT STUDY AT VARIOUS LOCATIONS</td>
<td>10,480.00</td>
</tr>
<tr>
<td>13503</td>
<td>01/16/2019</td>
<td>THE SOC1 GROUP</td>
<td>FUEL CARDS</td>
<td>2,416.05</td>
</tr>
<tr>
<td>13504</td>
<td>01/16/2019</td>
<td>TRI-LAKE CONSULTANTS, INC.</td>
<td>PROFESSIONAL SERVICES: BUILDING/FIRE INSPECTIONS OCT-NOV 2018</td>
<td>177,895.52</td>
</tr>
<tr>
<td>13505</td>
<td>01/16/2019</td>
<td>WATER EDUCATION SERVICES, INC</td>
<td>BACKFLOW PROGRAM/SPECIAL PROJECTS COORDINATION DEC 2018</td>
<td>8,400.00</td>
</tr>
<tr>
<td>13506</td>
<td>01/16/2019</td>
<td>WILLDAN FINANCIAL SERVICES</td>
<td>PROFESSIONAL SERVICES: CFD ADMIN JAN-MAR</td>
<td>21,348.42</td>
</tr>
<tr>
<td>13507</td>
<td>01/17/2019</td>
<td>ADAME LANDSCAPE, INC.</td>
<td>REPLANTING BENEFIT ZONE 36</td>
<td>3,180.00</td>
</tr>
<tr>
<td>13508</td>
<td>01/17/2019</td>
<td>AEP</td>
<td>MEMBERSHIP: PLANNING 1/31-1/31/2020</td>
<td>150.00</td>
</tr>
<tr>
<td>13509</td>
<td>01/17/2019</td>
<td>ALERE TOXICOLOGY SERVICES, INC</td>
<td>PUB WORKS: DRUG TEST</td>
<td>50.25</td>
</tr>
<tr>
<td>13510</td>
<td>01/17/2019</td>
<td>AMERICAN DYNAMICS, INC</td>
<td>JULY-DEC 2018 (FIRE STATION)</td>
<td>405.00</td>
</tr>
<tr>
<td>13511</td>
<td>01/17/2019</td>
<td>ANDERSON ELECTRIC</td>
<td>REPAIRS/MAINT: VARIOUS LOCATIONS</td>
<td>2,739.00</td>
</tr>
<tr>
<td>13512</td>
<td>01/17/2019</td>
<td>COUNTY OF RIVERSIDE</td>
<td>ANIMAL SHELTER SERVICES 11/01-12/31/18</td>
<td>22,674.16</td>
</tr>
<tr>
<td>13513</td>
<td>01/17/2019</td>
<td>APPLIQUE EMPLOYMENT SERVICES</td>
<td>TEMP STAFF SERVICES</td>
<td>4,572.00</td>
</tr>
<tr>
<td>13514</td>
<td>01/17/2019</td>
<td>BARNETT, KIRK</td>
<td>REIMBURSE SUPPLIES FOR FIRE STATION</td>
<td>89.94</td>
</tr>
<tr>
<td>13515</td>
<td>01/17/2019</td>
<td>BECERRA'S BODY &amp; PAINT</td>
<td>CODE ENFORCEMENT TRAILER REPAIRS</td>
<td>2,569.01</td>
</tr>
<tr>
<td>13516</td>
<td>01/17/2019</td>
<td>BIO-TOX LABORATORIES</td>
<td>BLOOD A,COHOL ANALYSIS</td>
<td>4,076.00</td>
</tr>
<tr>
<td>13517</td>
<td>01/17/2019</td>
<td>BMW MOTORCYCLES OF RIVERSIDE</td>
<td>2015 BMW FULL SERVICE</td>
<td>1,710.48</td>
</tr>
<tr>
<td>13518</td>
<td>01/17/2019</td>
<td>BPS TACTICAL, INC.</td>
<td>TACTICAL VEST COVER</td>
<td>406.22</td>
</tr>
<tr>
<td>13519</td>
<td>01/17/2019</td>
<td>CALSENSE</td>
<td>MODEM REPAIR</td>
<td>862.00</td>
</tr>
<tr>
<td>13520</td>
<td>01/17/2019</td>
<td>CATHY OWENS</td>
<td>KAUKENBO INSTRUCTOR 11/21-12/15/18</td>
<td>604.45</td>
</tr>
<tr>
<td>13521</td>
<td>01/17/2019</td>
<td>CENTURION LOCK &amp; KEY</td>
<td>CODE ENFORCEMENT: 350 E 4TH STREET</td>
<td>342.42</td>
</tr>
<tr>
<td>13522</td>
<td>01/17/2019</td>
<td>CHARTER INDUSTRIAL SUPPLY, INC.</td>
<td>HEAVY DUTY CRIMP TOOL/EAR PLUGS/SAFETY GLASSES</td>
<td>531.02</td>
</tr>
<tr>
<td>13523</td>
<td>01/17/2019</td>
<td>CINTAS</td>
<td>FACILITIES SUPPLIES &amp; FIRST AID KIT - SEVERAL DEPARTMENTS</td>
<td>1,332.15</td>
</tr>
<tr>
<td>13524</td>
<td>01/17/2019</td>
<td>CITI CARDS</td>
<td>COSTCO CREDIT CARD FEE</td>
<td>5.69</td>
</tr>
<tr>
<td>13525</td>
<td>01/17/2019</td>
<td>MICHELLE CLAY</td>
<td>MILEAGE REIMBURSEMENT</td>
<td>61.59</td>
</tr>
<tr>
<td>13526</td>
<td>01/17/2019</td>
<td>COLONIAL LIFE &amp; ACCIDENT INSURANCE</td>
<td>INSURANCE, DECEMBER 2018</td>
<td>93.56</td>
</tr>
<tr>
<td>13527</td>
<td>01/17/2019</td>
<td>COMCATE</td>
<td>CITIZEN MOBILE &amp; EFM 1/01-12/31/19</td>
<td>7,091.26</td>
</tr>
<tr>
<td>13528</td>
<td>01/17/2019</td>
<td>RODNEY CONNOR II</td>
<td>GAME OFFICIAL 1/05-1/12/19</td>
<td>230.00</td>
</tr>
<tr>
<td>13529</td>
<td>01/17/2019</td>
<td>CR&amp;R</td>
<td>SOLID WASTE FEES, DECEMBER 2018</td>
<td>70,265.93</td>
</tr>
<tr>
<td>13530</td>
<td>01/17/2019</td>
<td>CREATIVE PRINTING</td>
<td>WATER DEPT: DOOR TAGS/ENVELOPES</td>
<td>2,021.29</td>
</tr>
<tr>
<td>13531</td>
<td>01/17/2019</td>
<td>D &amp; D SERVICES, INC.</td>
<td>ANIMAL DISPOSAL, DECEMBER 2018</td>
<td>324.00</td>
</tr>
<tr>
<td>13532</td>
<td>01/17/2019</td>
<td>DAN'S FEED AND SEED INC.</td>
<td>MATERIALS FOR SIGN BOLTS</td>
<td>11.98</td>
</tr>
<tr>
<td>13533</td>
<td>01/17/2019</td>
<td>DATA TICKET, INC.</td>
<td>DAILY CITATION PROCESSING NOV 2018</td>
<td>86.85</td>
</tr>
<tr>
<td>CK NUMBER</td>
<td>DATE ISSUED</td>
<td>VENDOR</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
<td>--------</td>
<td>-------------</td>
<td>--------</td>
</tr>
<tr>
<td>134534</td>
<td>01/17/2019</td>
<td>COUNTY OF RIVERSIDE</td>
<td>PATRIOT PARK SNACK PERMIT</td>
<td>534.00</td>
</tr>
<tr>
<td>134535</td>
<td>01/17/2019</td>
<td>DISPENSING TECHNOLOGY CORP</td>
<td>COLD PATCH</td>
<td>2,311.84</td>
</tr>
<tr>
<td>134536</td>
<td>01/17/2019</td>
<td>DIVERSIFIED DISTRIBUTION</td>
<td>REPLACEMENT BATTERIES</td>
<td>244.90</td>
</tr>
<tr>
<td>134537</td>
<td>01/17/2019</td>
<td>DIVISION OF THE STATE ARCHITECT</td>
<td>SB 1186 FEE FY 17-18 JAN-JUN 18 &amp; FY18-19 JUL-DEC 2018</td>
<td>1,207.90</td>
</tr>
<tr>
<td>134538</td>
<td>01/17/2019</td>
<td>DUTALE, INC. CBA MCS</td>
<td>FAX LINE - CITY HALL</td>
<td>300.00</td>
</tr>
<tr>
<td>134539</td>
<td>01/17/2019</td>
<td>EARTHCHM INDUSTRIAL SUPPLY, LLC</td>
<td>SUPPLIES FOR AUTO MAINTENANCE</td>
<td>2,261.96</td>
</tr>
<tr>
<td>134540</td>
<td>01/17/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>WHOLESALE WATER TRACK- NOV 2018</td>
<td>1,400.00</td>
</tr>
<tr>
<td>134541</td>
<td>01/17/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>11/13-12/25/2018</td>
<td>2,695.73</td>
</tr>
<tr>
<td>134542</td>
<td>01/17/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>11/07-12/09/2018</td>
<td>191.87</td>
</tr>
<tr>
<td>134543</td>
<td>01/17/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>B274 ORANGE AVE 11/07-12/09/2018</td>
<td>222.08</td>
</tr>
<tr>
<td>134544</td>
<td>01/17/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>NUEVO RD/THIRD A 11/28-12/26/18</td>
<td>97,589.18</td>
</tr>
<tr>
<td>134545</td>
<td>01/17/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>SERVICES, 12/26/18</td>
<td>2.00</td>
</tr>
<tr>
<td>134546</td>
<td>01/17/2019</td>
<td>ESGIL CORPORATION</td>
<td>PLAN REVIEW SERVICES</td>
<td>1,890.00</td>
</tr>
<tr>
<td>134547</td>
<td>01/17/2019</td>
<td>EXPERIAN</td>
<td>CREDIT SERVICES 12/03-12/16/18</td>
<td>60.32</td>
</tr>
<tr>
<td>134548</td>
<td>01/17/2019</td>
<td>FAMILY SERVICE ASSOC</td>
<td>&quot;MORE THAN A MEAL&quot; 7/01-9/30/18</td>
<td>2,992.55</td>
</tr>
<tr>
<td>134549</td>
<td>01/17/2019</td>
<td>FEDERAL EXPRESS CORP</td>
<td>10/31-12/21/18</td>
<td>201.83</td>
</tr>
<tr>
<td>134550</td>
<td>01/17/2019</td>
<td>FRED PYOR SEMINARS</td>
<td>FIRST TIME MANAGER COURSE- RECREATION DEPT</td>
<td>99.00</td>
</tr>
<tr>
<td>134551</td>
<td>01/17/2019</td>
<td>GALLARDO'S TRANSMISSION</td>
<td>TOWED TRUCK</td>
<td>450.00</td>
</tr>
<tr>
<td>134552</td>
<td>01/17/2019</td>
<td>GAREY HIGH SCHOOL</td>
<td>AWARD FOR CHRISTMAS PARADE</td>
<td>1,000.00</td>
</tr>
<tr>
<td>134553</td>
<td>01/17/2019</td>
<td>GAVILAN SPRINGS NURSERY</td>
<td>ROSES - CITY HALL</td>
<td>624.95</td>
</tr>
<tr>
<td>134554</td>
<td>01/17/2019</td>
<td>GRANICUS, INC.</td>
<td>MEETING EFFICIENCY SUITE/GOVT TRANSPARENCY</td>
<td>2,081.96</td>
</tr>
<tr>
<td>134555</td>
<td>01/17/2019</td>
<td>GUARANTEED ANITORIAL SERVICE</td>
<td>DECEMBER 2018</td>
<td>11,548.00</td>
</tr>
<tr>
<td>134556</td>
<td>01/17/2019</td>
<td>HIDDEN EYE SECURITY / H.E.S.</td>
<td>CITY HALL: FIRE SYSTEM MAINTENANCE 1ST QTR</td>
<td>273.00</td>
</tr>
<tr>
<td>134557</td>
<td>01/17/2019</td>
<td>ICSC LOCKBOX</td>
<td>VARGAS: ICSC MEMBER RENEWAL THRU 2/28/2020</td>
<td>50.00</td>
</tr>
<tr>
<td>134558</td>
<td>01/17/2019</td>
<td>ICSC LOCKBOX</td>
<td>ROGERS: ICSC MEMBER RENEWAL THRU 2/28/2020</td>
<td>50.00</td>
</tr>
<tr>
<td>134559</td>
<td>01/17/2019</td>
<td>INFARMARK, LLC</td>
<td>OPERATIONS/MAINT/PASS THRU APR-DEC 2018</td>
<td>86,251.40</td>
</tr>
<tr>
<td>134560</td>
<td>01/17/2019</td>
<td>IRVINE MARRIOTT</td>
<td>COUNCIL MEMBER JAN 29- FEB 01, 2019</td>
<td>610.50</td>
</tr>
<tr>
<td>134561</td>
<td>01/17/2019</td>
<td>JOHNSON EQUIPMENT CO.</td>
<td>CODE ENFORCEMENT VEHICLES</td>
<td>8,814.09</td>
</tr>
<tr>
<td>134562</td>
<td>01/17/2019</td>
<td>JOLLY JUMPS</td>
<td>SNOW DAY JAN 19, 2019</td>
<td>895.00</td>
</tr>
<tr>
<td>134563</td>
<td>01/17/2019</td>
<td>KIMBERLY KIRNER</td>
<td>CALVIP EVAL 2018, CONSULTING SERVICES</td>
<td>1,875.00</td>
</tr>
<tr>
<td>134564</td>
<td>01/17/2019</td>
<td>LAKE CHEVROLET</td>
<td>BODY CONTROL MODULE</td>
<td>280.99</td>
</tr>
<tr>
<td>134565</td>
<td>01/17/2019</td>
<td>LAKESIDE MIDDLE SCHOOL</td>
<td>BAND COMPETITION; 3RD PLACE WINNER</td>
<td>200.00</td>
</tr>
<tr>
<td>134566</td>
<td>01/17/2019</td>
<td>LANGUAGE NETWORK, INC.</td>
<td>INTERPRETATION SERVICES 11/13/18</td>
<td>450.00</td>
</tr>
<tr>
<td>134567</td>
<td>01/17/2019</td>
<td>LAWLER'S TRIPLE T TOWING</td>
<td>TOWING SERVICES 12/17-12/18/18</td>
<td>510.00</td>
</tr>
<tr>
<td>134568</td>
<td>01/17/2019</td>
<td>CAMEL FINANCIAL, INC</td>
<td>TUTORING SERVICES AT TEEN CENTER AUG &amp; OCT 2018</td>
<td>2,610.00</td>
</tr>
<tr>
<td>134569</td>
<td>01/17/2019</td>
<td>LIEBERT CASSIDY WHITMORE</td>
<td>PROFESSIONAL SERVICES THRU 11/30/18</td>
<td>4,284.00</td>
</tr>
<tr>
<td>134570</td>
<td>01/17/2019</td>
<td>LYONS SECURITY SERVICE INC.</td>
<td>SECURITY OFFICER FOR CITY HALL &amp; EVENING VEHICLE PATROL</td>
<td>12,412.46</td>
</tr>
<tr>
<td>134571</td>
<td>01/17/2019</td>
<td>MALCOLM SMITH MOTORSPORTS, INC</td>
<td>TIRE/BRAKE SERVICE: 2012 HONDA</td>
<td>772.81</td>
</tr>
<tr>
<td>134572</td>
<td>01/17/2019</td>
<td>MANPOWER TEMP SERVICES, INC</td>
<td>TEMP STAFF SERVICES</td>
<td>4,609.74</td>
</tr>
<tr>
<td>134573</td>
<td>01/17/2019</td>
<td>MARBELLA'S BEAUTY SALON</td>
<td>WATER DEPOSIT REFUND</td>
<td>250.00</td>
</tr>
<tr>
<td>134574</td>
<td>01/17/2019</td>
<td>MARCH MIDDLE SCHOOL</td>
<td>BAND COMPETITION: SWEEPSTAKE WINNER</td>
<td>800.00</td>
</tr>
<tr>
<td>134575</td>
<td>01/17/2019</td>
<td>KENNETH MATTHEWS</td>
<td>GAME OFFICIAL 1/05-1/12/19</td>
<td>255.00</td>
</tr>
<tr>
<td>134576</td>
<td>01/17/2019</td>
<td>MO PARGA HORSE TRAINING INC.</td>
<td>MOUNTED PATRO TRAINING CLINIC</td>
<td>650.00</td>
</tr>
<tr>
<td>CK NUMBER</td>
<td>DATE ISSUED</td>
<td>VENDOR</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-----------</td>
<td>------------</td>
<td>---------------------------------------------</td>
<td>---------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>134577</td>
<td>01/17/2019</td>
<td>MOOSE FENCE COMPANY</td>
<td>COCHISE &amp; NAVAJO RD; INSTALLED CHAINLINK FENCE</td>
<td>1,957.08</td>
</tr>
<tr>
<td>134578</td>
<td>01/17/2019</td>
<td>MVP STUDIOS</td>
<td>PRE-PAID LEAGUE PACKAGES</td>
<td>1,695.68</td>
</tr>
<tr>
<td>134579</td>
<td>01/17/2019</td>
<td>MAPAAuto PARTS</td>
<td>REPLACEMENT RADIATOR/FAN CLUTCH/TESTING FLUID</td>
<td>262.22</td>
</tr>
<tr>
<td>134580</td>
<td>01/17/2019</td>
<td>NATALY ELECTRONICS RECOVERY</td>
<td>E-WASTE PICKUP FROM 2/07/19</td>
<td>40.00</td>
</tr>
<tr>
<td>134581</td>
<td>01/17/2019</td>
<td>NATIONAL BUSINESS FURNITURE, LLC</td>
<td>LEATHER CHAIR FOR DEVELOPMENT SERVICES DEPT</td>
<td>771.44</td>
</tr>
<tr>
<td>134582</td>
<td>01/17/2019</td>
<td>NATIONAL DRIVE</td>
<td>TEAMSTERS DRIVE, DECEMBER 2018</td>
<td>12.00</td>
</tr>
<tr>
<td>134583</td>
<td>01/17/2019</td>
<td>LEMUEL NEAL</td>
<td>GAME OFFICIAL 1/05-1/12/19</td>
<td>290.00</td>
</tr>
<tr>
<td>134584</td>
<td>01/17/2019</td>
<td>OCHOA'S BACKFLOW SYSTEMS</td>
<td>BOB LONG PARK REPAIRS</td>
<td>246.00</td>
</tr>
<tr>
<td>134585</td>
<td>01/17/2019</td>
<td>RANCHO VERDE HIGH SCHOOL</td>
<td>BAND COMPETITION 2ND PLACE WINNER</td>
<td>400.00</td>
</tr>
<tr>
<td>134586</td>
<td>01/17/2019</td>
<td>RANCHO VET TACK &amp; FEED SUPPLY</td>
<td>FEED FOR K-9</td>
<td>84.80</td>
</tr>
<tr>
<td>134587</td>
<td>01/17/2019</td>
<td>RELIABLE WORKPLACE SOLUTIONS</td>
<td>OFFICE SUPPLIES</td>
<td>1,446.30</td>
</tr>
<tr>
<td>134588</td>
<td>01/17/2019</td>
<td>RIGHTWAY</td>
<td>PORTABLE TOILET SERVICES</td>
<td>1,624.48</td>
</tr>
<tr>
<td>134589</td>
<td>01/17/2019</td>
<td>RIVERSIDE COUNTY CLERK - RECORDER</td>
<td>NOVEMBER 2018 RECORDINGS</td>
<td>24.00</td>
</tr>
<tr>
<td>134590</td>
<td>01/17/2019</td>
<td>RIVERSIDE TRANSIT AGENCY</td>
<td>BUS PASSES: GENERAL/YOUTH</td>
<td>3,206.25</td>
</tr>
<tr>
<td>134591</td>
<td>01/17/2019</td>
<td>COUNTY OF RIVERSIDE-COMM HEALTH</td>
<td>LAB TESTS- RABIES, NOVEMBER 2018</td>
<td>150.00</td>
</tr>
<tr>
<td>134592</td>
<td>01/17/2019</td>
<td>RCTT</td>
<td>APX 7500M DUAL BAND RADIO 11/01-11/30/18</td>
<td>1,378.93</td>
</tr>
<tr>
<td>134593</td>
<td>01/17/2019</td>
<td>JESUS SANCHEZ</td>
<td>FIRE MARSHALL CERTIFICATION EXAM</td>
<td>139.00</td>
</tr>
<tr>
<td>134594</td>
<td>01/17/2019</td>
<td>SCE</td>
<td>12/01-1/04/2019</td>
<td>3,963.27</td>
</tr>
<tr>
<td>134595</td>
<td>01/17/2019</td>
<td>SCE</td>
<td>BZB4 12/06-1/07/19</td>
<td>26.90</td>
</tr>
<tr>
<td>134596</td>
<td>01/17/2019</td>
<td>SCE</td>
<td>BZ094 11/26-12/26/18</td>
<td>49.90</td>
</tr>
<tr>
<td>134597</td>
<td>01/17/2019</td>
<td>SIGNIFICA DESIGN</td>
<td>WINTER QTLY NEWSLETTER 2019</td>
<td>4,375.00</td>
</tr>
<tr>
<td>134598</td>
<td>01/17/2019</td>
<td>SMART &amp; FINAL</td>
<td>SPORTS DRINKS- GYM RESALE</td>
<td>448.53</td>
</tr>
<tr>
<td>134599</td>
<td>01/17/2019</td>
<td>SMEDLEY'S TOWING</td>
<td>TOWING SERVICES 12/14/18</td>
<td>520.00</td>
</tr>
<tr>
<td>134600</td>
<td>01/17/2019</td>
<td>SOLID RED STUDIO</td>
<td>CITY COUNCIL MEETING; VIDEO SERVICES</td>
<td>75.00</td>
</tr>
<tr>
<td>134601</td>
<td>01/17/2019</td>
<td>SPARKLETT'S</td>
<td>BOTTLED WATER SERVICES</td>
<td>296.05</td>
</tr>
<tr>
<td>134602</td>
<td>01/17/2019</td>
<td>STAFFMARK</td>
<td>TEMP STAFF SERVICES</td>
<td>737.70</td>
</tr>
<tr>
<td>134603</td>
<td>01/17/2019</td>
<td>STANLEY CONVERGENT SECURITY, INC</td>
<td>HOUSING AUTHORITY, 24 S &quot;D&quot; STREET 12/14/18</td>
<td>602.63</td>
</tr>
<tr>
<td>134604</td>
<td>01/17/2019</td>
<td>STATER BROS MARKETS</td>
<td>CSM REFRESHMENTS/COUNCIL MEETING</td>
<td>134.55</td>
</tr>
<tr>
<td>134605</td>
<td>01/17/2019</td>
<td>STETSON ENGINEERS INC</td>
<td>SALE OF WATER SYSTEM 11/01-11/30/18</td>
<td>138.00</td>
</tr>
<tr>
<td>134606</td>
<td>01/17/2019</td>
<td>STEVE LEMON AIR CONDITIONING</td>
<td>MONTHLY MAINT- YOUTH CENTER/GYM/SR CENTER/COUNCIL CHAMBERS</td>
<td>2,397.00</td>
</tr>
<tr>
<td>134607</td>
<td>01/17/2019</td>
<td>SUNSTATE EQUIPMENT CO</td>
<td>BOB LONG PARK BOOM LIFT</td>
<td>1,543.07</td>
</tr>
<tr>
<td>134608</td>
<td>01/17/2019</td>
<td>SWANK MOTION PICTURES, INC</td>
<td>MOVIES AT THE PARK</td>
<td>1,944.00</td>
</tr>
<tr>
<td>134609</td>
<td>01/17/2019</td>
<td>SWRC8</td>
<td>WATER SYSTEM FEES 7/01-6/30/2019</td>
<td>5,072.00</td>
</tr>
<tr>
<td>134610</td>
<td>01/17/2019</td>
<td>TEAMSTERS LOCAL 911</td>
<td>UNION DUES, 1/04/19</td>
<td>2,943.00</td>
</tr>
<tr>
<td>134611</td>
<td>01/17/2019</td>
<td>THE SIGGSON FAMILY</td>
<td>WATER DEPOSIT REFUND</td>
<td>16.35</td>
</tr>
<tr>
<td>134612</td>
<td>01/17/2019</td>
<td>SPECTRUM BUSINESS</td>
<td>STATLER YOUTH CTR/PUBLIC WORKS YARD 1/11-2/10/19</td>
<td>123.53</td>
</tr>
<tr>
<td>134613</td>
<td>01/17/2019</td>
<td>TOWN &amp; COUNTRY TOWING</td>
<td>TOWING 11/04/18</td>
<td>204.00</td>
</tr>
<tr>
<td>134614</td>
<td>01/17/2019</td>
<td>UNITED WAY OF THE INLAND VALLEY</td>
<td>PAYROLL DEDUCTION, DECEMBER 2018</td>
<td>110.66</td>
</tr>
<tr>
<td>134615</td>
<td>01/17/2019</td>
<td>VAL VERDE GRAPHICS</td>
<td>TROPHIES: CHRISTMAS PARADE</td>
<td>1,180.00</td>
</tr>
<tr>
<td>134616</td>
<td>01/17/2019</td>
<td>VISTA PAINT CORPORATION</td>
<td>ORANGE AVENUE: SUPPLIES FOR STREET MAINTENANCE</td>
<td>31.22</td>
</tr>
<tr>
<td>134617</td>
<td>01/17/2019</td>
<td>VOYAGER FLEET</td>
<td>FUEL CARDS</td>
<td>1,344.92</td>
</tr>
<tr>
<td>134618</td>
<td>01/17/2019</td>
<td>WALTON, DESIRE</td>
<td>BALLET/JAZZ 11/20-1/08/19</td>
<td>719.53</td>
</tr>
<tr>
<td>134619</td>
<td>01/17/2019</td>
<td>WESTERN EXTERMINATOR COMPANY</td>
<td>PEST CONTROL SERVICES: SEVERAL LOCATIONS</td>
<td>1,630.97</td>
</tr>
<tr>
<td>CK NUMBER</td>
<td>DATE ISSUED</td>
<td>VENDOR</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-----------</td>
<td>------------</td>
<td>--------</td>
<td>-------------</td>
<td>--------</td>
</tr>
<tr>
<td>134620</td>
<td>01/17/2019</td>
<td>BRANDI WILLIAMS</td>
<td>GAME OFFICIAL, 1/05/19</td>
<td>50.00</td>
</tr>
<tr>
<td>134621</td>
<td>01/17/2019</td>
<td>WINZER CORPORATION</td>
<td>URETHANE SEALER, ELECTRICAL &quot;APE&quot;</td>
<td>281.64</td>
</tr>
<tr>
<td>134622</td>
<td>01/16/2019</td>
<td>CRANE ARCHITECTURAL GROUP</td>
<td>SENIOR CENTER BILLIARDS ROOM/IT STUDIO ROOM</td>
<td>31,440.00</td>
</tr>
<tr>
<td>134623</td>
<td>01/23/2019</td>
<td>AMERIPRIDE SERVICES INC.</td>
<td>UNIFORM SERVICES</td>
<td>1,360.72</td>
</tr>
<tr>
<td>134624</td>
<td>01/23/2019</td>
<td>CAMERON WELDING SUPPLY</td>
<td>WELDING SUPPLIES</td>
<td>88.84</td>
</tr>
<tr>
<td>134625</td>
<td>01/23/2019</td>
<td>DENNIS GRUBB &amp; ASSOCIATES</td>
<td>DEVELOPMENT REVIEW SERVICES</td>
<td>700.00</td>
</tr>
<tr>
<td>134626</td>
<td>01/23/2019</td>
<td>FULL THROTTLE</td>
<td>GRAFFITI ABATEMENT SERVICES</td>
<td>11,582.00</td>
</tr>
<tr>
<td>134627</td>
<td>01/23/2019</td>
<td>HOME DEPOT CREDIT SERVICES</td>
<td>FOSS FIELD; NEW CAMERA/PAINTING SUPPLIES/CITY EVENT SUPPLIES</td>
<td>719.99</td>
</tr>
<tr>
<td>134628</td>
<td>01/23/2019</td>
<td>PACIFIC CODE COMPLIANCE</td>
<td>PLANNING SERVICES, OCT 2018</td>
<td>15,510.00</td>
</tr>
<tr>
<td>134629</td>
<td>01/23/2019</td>
<td>PREBOT CONSTRUCTION</td>
<td>RAMONA EXPRESSWAY</td>
<td>3,300.00</td>
</tr>
<tr>
<td>134630</td>
<td>01/23/2019</td>
<td>THE SOCO GROUP</td>
<td>FUEL CARDS</td>
<td>1,953.15</td>
</tr>
<tr>
<td>134631</td>
<td>01/23/2019</td>
<td>TRI-LAKE CONSULTANTS, INC.</td>
<td>ETHANAC RD/DUKE WAREHOUSE/CAR WASH/PERRIS CIRCLE INDUSTRIAL</td>
<td>6,300.00</td>
</tr>
<tr>
<td>134632</td>
<td>01/25/2019</td>
<td>ANDERSON ELECTRIC</td>
<td>&quot;D&quot; STREET REPAIRS</td>
<td>1,460.00</td>
</tr>
<tr>
<td>134633</td>
<td>01/25/2019</td>
<td>APPLEONE EMPLOYMENT SERVICES</td>
<td>TEMP STAFF SERVICES</td>
<td>3,852.00</td>
</tr>
<tr>
<td>134634</td>
<td>01/25/2019</td>
<td>APWA</td>
<td>RENEWAL MEMBERSHIP 1/01-12/31/19</td>
<td>149.50</td>
</tr>
<tr>
<td>134635</td>
<td>01/25/2019</td>
<td>AUTO AIDE TOWING</td>
<td>CODE ENFORCEMENT TOWING 8/27-9/13/18</td>
<td>7,337.00</td>
</tr>
<tr>
<td>134636</td>
<td>01/25/2019</td>
<td>AUTO ZONE COMMERCIAL</td>
<td>REPLACEMENT LICENSE PLATE LIGHTS</td>
<td>10.55</td>
</tr>
<tr>
<td>134637</td>
<td>01/25/2019</td>
<td>VERONICA BANUELOS</td>
<td>VISION REIMBURSEMENT FY 18-19</td>
<td>142.66</td>
</tr>
<tr>
<td>134638</td>
<td>01/25/2019</td>
<td>BASTION SECURITY INC.</td>
<td>TOWER, SOLAR POWERED, 4 ANALOG-JAN 2019</td>
<td>1,900.00</td>
</tr>
<tr>
<td>134639</td>
<td>01/25/2019</td>
<td>ROSALBA BONILLA</td>
<td>MILEAGE REIMBURSEMENT</td>
<td>142.79</td>
</tr>
<tr>
<td>134640</td>
<td>01/25/2019</td>
<td>CALIFORNIA BLDG STANDARDS COMM</td>
<td>BUILDING STANDARD FEES, 1ST QTR FY 18-19</td>
<td>3,778.20</td>
</tr>
<tr>
<td>134641</td>
<td>01/25/2019</td>
<td>CALIFORNIA BLDG STANDARDS COMM</td>
<td>BUILDING STANDARD FEES, 2ND QTR FY 18-19</td>
<td>1,153.80</td>
</tr>
<tr>
<td>134642</td>
<td>01/25/2019</td>
<td>CALIFORNIA STATE DISBURSEMENT</td>
<td>GARNISHMENT</td>
<td>21.23</td>
</tr>
<tr>
<td>134643</td>
<td>01/25/2019</td>
<td>CALIFORNIA STATE DISBURSEMENT</td>
<td>GARNISHMENT</td>
<td>75.23</td>
</tr>
<tr>
<td>134644</td>
<td>01/25/2019</td>
<td>CALIFORNIA STATE DISBURSEMENT</td>
<td>GARNISHMENT</td>
<td>200.00</td>
</tr>
<tr>
<td>134645</td>
<td>01/25/2019</td>
<td>CDW GOVERNMENT</td>
<td>VISO PROGRAM</td>
<td>186.14</td>
</tr>
<tr>
<td>134646</td>
<td>01/25/2019</td>
<td>CINTAS</td>
<td>FACILITES SUPPLIES - SEVERAL DEPARTMENTS</td>
<td>1,263.27</td>
</tr>
<tr>
<td>134647</td>
<td>01/25/2019</td>
<td>CINTAS</td>
<td>FIRST AID KIT SUPPLIES</td>
<td>274.21</td>
</tr>
<tr>
<td>134648</td>
<td>01/25/2019</td>
<td>CITIZENS BUSINESS BANK</td>
<td>PETTY CASH 11/07-1/07/2019</td>
<td>940.19</td>
</tr>
<tr>
<td>134649</td>
<td>01/25/2019</td>
<td>CORPORATE PAYMENT SYSTEMS</td>
<td>LEAGUE OF CITIES/SKILLS ASSESSMENT-HR/CHRISTMAS PARADE, ETC.</td>
<td>4,311.08</td>
</tr>
<tr>
<td>134650</td>
<td>01/25/2019</td>
<td>CREATIVE PRINTING</td>
<td>ENVELOPES FOR ANIMAL CONTROL DEPT</td>
<td>661.54</td>
</tr>
<tr>
<td>134651</td>
<td>01/25/2019</td>
<td>DAN'S FEED AND SEED INC.</td>
<td>SUPPLIES FOR STREET SIGNS/DOG FOOD/TAPE</td>
<td>218.44</td>
</tr>
<tr>
<td>134652</td>
<td>01/25/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>BENEFIT ZONES</td>
<td>515.68</td>
</tr>
<tr>
<td>134653</td>
<td>01/25/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>12/09-1/08/2019</td>
<td>203.70</td>
</tr>
<tr>
<td>134654</td>
<td>01/25/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>12/04-1/03/2019</td>
<td>700.76</td>
</tr>
<tr>
<td>134655</td>
<td>01/25/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>12/03-1/02/2019</td>
<td>915.66</td>
</tr>
<tr>
<td>134656</td>
<td>01/25/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>PARKS 12/10-1/08/2019</td>
<td>1,194.81</td>
</tr>
<tr>
<td>134657</td>
<td>01/25/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>12/09-1/08/2019</td>
<td>1,718.38</td>
</tr>
<tr>
<td>134658</td>
<td>01/25/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>12/11-1/10/2019</td>
<td>2,868.35</td>
</tr>
<tr>
<td>134659</td>
<td>01/25/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>12/10-1/10/2019</td>
<td>3,169.36</td>
</tr>
<tr>
<td>134660</td>
<td>01/25/2019</td>
<td>ENVIRONMENTAL SYSTEMS RESEARCH</td>
<td>TWO ARC GIS DESKTOP STANDARD MAINTENANCE</td>
<td>2,700.00</td>
</tr>
<tr>
<td>134661</td>
<td>01/25/2019</td>
<td>EVERETT SMITH DESIGNS</td>
<td>50% PK13 DOG PARK CONSTRUCTION DESIGN</td>
<td>5,500.00</td>
</tr>
<tr>
<td>134662</td>
<td>01/25/2019</td>
<td>FEDERAL EXPRESS CORP</td>
<td>11/15-12/14/18</td>
<td>150.62</td>
</tr>
<tr>
<td>CK NUMBER</td>
<td>DATE ISSUED</td>
<td>VENDOR</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
<td>-------------------------------</td>
<td>------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>134653</td>
<td>01/25/2019</td>
<td>THE GAS COMPANY</td>
<td>12/01-1/01/19 SUPPLIES FOR PARKS MAINTENANCE</td>
<td>96.58</td>
</tr>
<tr>
<td>134664</td>
<td>01/25/2019</td>
<td>GORM, INC.</td>
<td>GRAFFITI TRACKING SERVICES, FEB-APR 2019</td>
<td>489.45</td>
</tr>
<tr>
<td>134665</td>
<td>01/25/2019</td>
<td>GRAFFITI TRACKER INC</td>
<td>GRAFFITI TRACKING SERVICES, FEB-APR 2019</td>
<td>4,725.00</td>
</tr>
<tr>
<td>134666</td>
<td>01/25/2019</td>
<td>HAULWAY STORAGE CONTAINERS, INC</td>
<td>20FT CONTAINER RENTAL 12/12-18</td>
<td>165.20</td>
</tr>
<tr>
<td>134667</td>
<td>01/25/2019</td>
<td>INLAND DESERT SECURITY &amp; COMM</td>
<td>ANSWERING SERVICES; ANIMAL CTRL./PUBLIC WORKS 2/1-2/28/19</td>
<td>802.50</td>
</tr>
<tr>
<td>134668</td>
<td>01/25/2019</td>
<td>INTERPRETERS UNLIMITED</td>
<td>SERVICES 12/30/18</td>
<td>28.00</td>
</tr>
<tr>
<td>134669</td>
<td>01/25/2019</td>
<td>JIM ROGERS' LOCK &amp; KEY</td>
<td>NEW KEYS: SAFARI/DUPLICATE FACILITY KEYS</td>
<td>210.23</td>
</tr>
<tr>
<td>134670</td>
<td>01/25/2019</td>
<td>KH METALS AND SUPPLY</td>
<td>CITY COUNCIL CHAMBERS: REPAIRS</td>
<td>379.91</td>
</tr>
<tr>
<td>134671</td>
<td>01/25/2019</td>
<td>LAKE CHEVROLET</td>
<td>SEAT CUSHION/COVER/COOLANT/CAP</td>
<td>716.72</td>
</tr>
<tr>
<td>134672</td>
<td>01/25/2019</td>
<td>LANGUAGE NETWORK, INC.</td>
<td>INTERPRETATION SERVICES 1/08/19</td>
<td>180.00</td>
</tr>
<tr>
<td>134673</td>
<td>01/25/2019</td>
<td>LAWN TECH</td>
<td>PARKS EQUIPMENT REPAIRS/FIELD EQUIPMENT</td>
<td>2,754.51</td>
</tr>
<tr>
<td>134674</td>
<td>01/25/2019</td>
<td>CAMEL FINANCIAL, INC</td>
<td>TUTORING SERVICES AT TEEN CENTER NOV-DEC 2018</td>
<td>1,890.00</td>
</tr>
<tr>
<td>134675</td>
<td>01/25/2019</td>
<td>MANPOWER TEMP SERVICES, INC</td>
<td>TEMP STAFF SERVICES</td>
<td>18,710.33</td>
</tr>
<tr>
<td>134676</td>
<td>01/25/2019</td>
<td>MR. G'S PLUMBING</td>
<td>MERCADO PARK: RESTROOM REPAIRS</td>
<td>565.00</td>
</tr>
<tr>
<td>134677</td>
<td>01/25/2019</td>
<td>NAPA AUTO PARTS</td>
<td>BATTERIES</td>
<td>265.91</td>
</tr>
<tr>
<td>134678</td>
<td>01/25/2019</td>
<td>NAT'L ASSOCIATION OF LATINO</td>
<td>ANNUAL MEMBERSHIP FOR MAYOR</td>
<td>100.00</td>
</tr>
<tr>
<td>134679</td>
<td>01/25/2019</td>
<td>PAULSON REF II POOLING ENTITY, LLC</td>
<td>DEPOSIT REIMBURSEMENT TR 24648 PARK LOTS</td>
<td>7,565.00</td>
</tr>
<tr>
<td>134680</td>
<td>01/25/2019</td>
<td>PGI, INC.</td>
<td>NEWSLETTER PRINT, REVISED PAGE</td>
<td>100.00</td>
</tr>
<tr>
<td>134681</td>
<td>01/25/2019</td>
<td>PREFERRED BENEFIT INSURANCE</td>
<td>DELTA DENTAL, JAN 2019</td>
<td>6,628.35</td>
</tr>
<tr>
<td>134682</td>
<td>01/25/2019</td>
<td>PURCHASE POWER</td>
<td>POSTAGE METER OVERAGE FEE</td>
<td>7.00</td>
</tr>
<tr>
<td>134683</td>
<td>01/25/2019</td>
<td>RANCHO VET TACK &amp; FEED SUPPLY</td>
<td>K-9 FEED</td>
<td>84.80</td>
</tr>
<tr>
<td>134684</td>
<td>01/25/2019</td>
<td>RELIABLE WORKPLACE SOLUTIONS</td>
<td>OFFICE SUPPLIES</td>
<td>2,495.08</td>
</tr>
<tr>
<td>134685</td>
<td>01/25/2019</td>
<td>RIGHTWAY</td>
<td>PORTABLE TOILET SERVICES</td>
<td>3,329.06</td>
</tr>
<tr>
<td>134686</td>
<td>01/25/2019</td>
<td>RIVERSIDE COUNTY SHERIFF'S DEPT</td>
<td>LAW ENFORCEMENT CONTRACT; SVCS 10/11-11/07/18</td>
<td>1,172,608.93</td>
</tr>
<tr>
<td>134687</td>
<td>01/25/2019</td>
<td>RIVERSIDE COUNTY SHERIFF'S DEPT</td>
<td>EXTRA DUTY: HARVEST FESTIVAL 10/19/18</td>
<td>310.45</td>
</tr>
<tr>
<td>134688</td>
<td>01/25/2019</td>
<td>ROSA'S BRIDE &amp; TUX SHOP</td>
<td>RENTALS FOR SEVERAL EVENTS; DEC 11-15 2018</td>
<td>8,613.53</td>
</tr>
<tr>
<td>134689</td>
<td>01/25/2019</td>
<td>SCE</td>
<td>18 MO 12/01-12/12/01/18</td>
<td>64,498.99</td>
</tr>
<tr>
<td>134690</td>
<td>01/25/2019</td>
<td>SCSBOA</td>
<td>CHRISTMAS PARADE- BAND REVIEW JUDGES</td>
<td>1,400.00</td>
</tr>
<tr>
<td>134691</td>
<td>01/25/2019</td>
<td>STANLEY CONVERGENT SECURITY, INC</td>
<td>CITY COUNCIL CHAMBER ACCESS</td>
<td>490.33</td>
</tr>
<tr>
<td>134692</td>
<td>01/25/2019</td>
<td>STATER BROS MARKETS</td>
<td>DISCOVERY TIME/BREAKFAST WITH SANTA EVENT</td>
<td>534.10</td>
</tr>
<tr>
<td>134693</td>
<td>01/25/2019</td>
<td>STEVE LEMON AIR CONDITIONING</td>
<td>MONTHLY MAINTENANCE</td>
<td>5,164.00</td>
</tr>
<tr>
<td>134694</td>
<td>01/25/2019</td>
<td>UNITED PAVING CO.</td>
<td>ASPHALT REPAIRS ALONG GOETZ RD</td>
<td>1,792.00</td>
</tr>
<tr>
<td>134695</td>
<td>01/25/2019</td>
<td>SWRCB</td>
<td>WATER SYSTEM FEES 7/01-6/30/2019</td>
<td>7,361.50</td>
</tr>
<tr>
<td>134696</td>
<td>01/25/2019</td>
<td>SPECTRUM BUSINESS</td>
<td>24 $ &quot;D&quot; STREET 12/16-1/15/19</td>
<td>9.32</td>
</tr>
<tr>
<td>134697</td>
<td>01/25/2019</td>
<td>TRAILER FACTORY OUTLET</td>
<td>TRAILER FOR STREETS</td>
<td>9,149.79</td>
</tr>
<tr>
<td>134698</td>
<td>01/25/2019</td>
<td>VERIZON WIRELESS</td>
<td>12/14-1/13/2019</td>
<td>5,412.90</td>
</tr>
<tr>
<td>134699</td>
<td>01/25/2019</td>
<td>WALTERS WHOLESALE ELECTRIC CO</td>
<td>LIGHTING SUPPLIES FOR SEVERAL CITY PARKS</td>
<td>1,249.34</td>
</tr>
<tr>
<td>134700</td>
<td>01/30/2019</td>
<td>AMERICAN FORENSIC NURSES LLC</td>
<td>BLOOD DRAWS</td>
<td>1,375.00</td>
</tr>
<tr>
<td>134701</td>
<td>01/30/2019</td>
<td>AVANT GARDES, INC</td>
<td>ACTIVE TRANSPORTATION PROGRAM 12/01-12/31/18</td>
<td>2,430.00</td>
</tr>
<tr>
<td>134702</td>
<td>01/30/2019</td>
<td>BILL &amp; DAVE'S LDSC MAINTENANCE</td>
<td>LANDSCAPE MAINT 12/01-12/31/18</td>
<td>28,108.00</td>
</tr>
<tr>
<td>134703</td>
<td>01/30/2019</td>
<td>DENNIS GRUBB &amp; ASSOCIATES</td>
<td>PLAN CHECK SERVICES</td>
<td>8,635.00</td>
</tr>
<tr>
<td>134704</td>
<td>01/30/2019</td>
<td>LA GARE CAFE</td>
<td>TRANSPORTATION NOW MEETING</td>
<td>161.45</td>
</tr>
<tr>
<td>134705</td>
<td>01/30/2019</td>
<td>NIELSEN MERKAMER PARRINELLO</td>
<td>LOBBYIST SERVICES 1/01-3/31/19</td>
<td>15,834.31</td>
</tr>
<tr>
<td>CK NUMBER</td>
<td>DATE ISSUED</td>
<td>VENDOR</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-----------</td>
<td>------------</td>
<td>--------</td>
<td>-------------</td>
<td>--------</td>
</tr>
<tr>
<td>134706</td>
<td>01/30/2019</td>
<td>PACIFIC CODE COMPLIANCE</td>
<td>PROFESSIONAL SVCS: BILLIARDS ROOM/IT STUDIO/COMMUNITY GARDEN/PARKS-RESTROOMS</td>
<td>21,949.60</td>
</tr>
<tr>
<td>134707</td>
<td>01/30/2019</td>
<td>PREBOUT CONSTRUCTION</td>
<td>COMMUNITY SERVICES DEPARTMENT PROJECT</td>
<td>18,500.00</td>
</tr>
<tr>
<td>134708</td>
<td>01/30/2019</td>
<td>LAURA SOSA</td>
<td>FITNESS INSTRUCTOR 1/07-1/18 &amp; LIVEWELL/BOOTCAMP</td>
<td>3,294.60</td>
</tr>
<tr>
<td>134709</td>
<td>01/30/2019</td>
<td>TASO TECH, INC</td>
<td>I.T. SUPPORT NOV-DEC 2018 &amp; OFFICE EQUIPMENT</td>
<td>3,016.10</td>
</tr>
<tr>
<td>134710</td>
<td>01/30/2019</td>
<td>WATER EDUCATION SERVICES, INC</td>
<td>SPECIAL PROJECTS COORDINATION 1/01-1/15/19</td>
<td>4,406.50</td>
</tr>
<tr>
<td>134711</td>
<td>01/30/2019</td>
<td>WILLDAN FINANCIAL SERVICES</td>
<td>CFD PROF SERVICES/LANDSCAPE &amp; LIGHTING MAINT DIST ADMN FY 18-19</td>
<td>25,000.00</td>
</tr>
<tr>
<td>134712</td>
<td>01/31/2019</td>
<td>IKEYA ADAMS</td>
<td>GAME OFFICIAL 1/19-1/26</td>
<td>225.00</td>
</tr>
<tr>
<td>134713</td>
<td>01/31/2019</td>
<td>ANDERSON ELECTRIC</td>
<td>MAINT/REPAIRS: SEVERAL CITY PARKS</td>
<td>4,825.00</td>
</tr>
<tr>
<td>134714</td>
<td>01/31/2019</td>
<td>APPLEONE EMPLOYMENT SERVICES</td>
<td>TEMP STAFF SERVICES</td>
<td>540.00</td>
</tr>
<tr>
<td>134715</td>
<td>01/31/2019</td>
<td>SYLVIA ARIZU</td>
<td>REIMBURSE DEPARTMENT LUNCHEON</td>
<td>65.46</td>
</tr>
<tr>
<td>134716</td>
<td>01/31/2019</td>
<td>BOYS &amp; GIRLS CLUB OF PERRIS</td>
<td>DINNER &amp; AUCTION SPONSORSHIP, MARCH 30 2019</td>
<td>1,000.00</td>
</tr>
<tr>
<td>134717</td>
<td>01/31/2019</td>
<td>BPS TACTICAL, INC.</td>
<td>TACTICAL BALLISTIC VEST</td>
<td>479.49</td>
</tr>
<tr>
<td>134718</td>
<td>01/31/2019</td>
<td>CHEF LEE BURTON</td>
<td>TEACHING SERVICES 9/26-9/27/18</td>
<td>305.00</td>
</tr>
<tr>
<td>134719</td>
<td>01/31/2019</td>
<td>CALIFORNIA STATE DISBURSEMENT</td>
<td>GARNISHMENT</td>
<td>21.23</td>
</tr>
<tr>
<td>134720</td>
<td>01/31/2019</td>
<td>CALIFORNIA STATE DISBURSEMENT</td>
<td>GARNISHMENT</td>
<td>75.23</td>
</tr>
<tr>
<td>134721</td>
<td>01/31/2019</td>
<td>CALIFORNIA STATE DISBURSEMENT</td>
<td>GARNISHMENT</td>
<td>200.00</td>
</tr>
<tr>
<td>134722</td>
<td>01/31/2019</td>
<td>CINTAS</td>
<td>FIRST AID KIT SUPPLIES</td>
<td>81.58</td>
</tr>
<tr>
<td>134723</td>
<td>01/31/2019</td>
<td>CITY CLERKS ASSOCIATION OF CA</td>
<td>MEMBERSHIP RENEWAL</td>
<td>240.00</td>
</tr>
<tr>
<td>134724</td>
<td>01/31/2019</td>
<td>COLONIAL LIFE &amp; ACCIDENT INSURANCE</td>
<td>JANUARY 2019</td>
<td>9.56</td>
</tr>
<tr>
<td>134725</td>
<td>01/31/2019</td>
<td>CORPORATE PAYMENT SYSTEMS</td>
<td>CARDSTOCK FOR CAFR/PAYPAL FEE FOR PLANNING DEPARTMENT</td>
<td>406.13</td>
</tr>
<tr>
<td>134726</td>
<td>01/31/2019</td>
<td>CORPORATE PAYMENT SYSTEMS</td>
<td>CM: BUSINESS MEALS/FUEL</td>
<td>775.54</td>
</tr>
<tr>
<td>134727</td>
<td>01/31/2019</td>
<td>CORPORATE PAYMENT SYSTEMS</td>
<td>FIRE STATION SUPPLIES/SENIOR CENTER/HOLIDAY LUNCHEONS/COMMUNITY GARDEN</td>
<td>3,206.15</td>
</tr>
<tr>
<td>134728</td>
<td>01/31/2019</td>
<td>CR&amp;R</td>
<td>TRASH FEES COLLECTED BY EMWD, DEC 2018</td>
<td>113,251.24</td>
</tr>
<tr>
<td>134729</td>
<td>01/31/2019</td>
<td>CRANE ARCHITECTURAL GROUP</td>
<td>SR CENTER BILLIARDS ROOM/IT STUDIO ROOM</td>
<td>10,460.08</td>
</tr>
<tr>
<td>134730</td>
<td>01/31/2019</td>
<td>CREATIVE PRINTING</td>
<td>GENERAL OFFICE SUPPLIES, ENVELOPES</td>
<td>218.62</td>
</tr>
<tr>
<td>134731</td>
<td>01/31/2019</td>
<td>CRIME SCENE STERI-CLEAN, LLC</td>
<td>1904 MIRAMAR INCIDENT</td>
<td>750.00</td>
</tr>
<tr>
<td>134732</td>
<td>01/31/2019</td>
<td>DATA TICKET, INC.</td>
<td>DAILY CITATION PROCESSING DEC 2018</td>
<td>25.65</td>
</tr>
<tr>
<td>134733</td>
<td>01/31/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>WHOLESALE WATER/SEWER- DEC 2018</td>
<td>142,482.12</td>
</tr>
<tr>
<td>134734</td>
<td>01/31/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>VARIOUS PK/82</td>
<td>2,165.68</td>
</tr>
<tr>
<td>134735</td>
<td>01/31/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>VARIOUS PK/82</td>
<td>517.97</td>
</tr>
<tr>
<td>134736</td>
<td>01/31/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>12/27-1/25/2019</td>
<td>1,558.08</td>
</tr>
<tr>
<td>134737</td>
<td>01/31/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>12/10-1/09/2019</td>
<td>4,420.41</td>
</tr>
<tr>
<td>134738</td>
<td>01/31/2019</td>
<td>EASTERN MUNICIPAL WATER DISTRICT</td>
<td>EVANS/THIRD A 12/25-1/23/19</td>
<td>127,745.16</td>
</tr>
<tr>
<td>134739</td>
<td>01/31/2019</td>
<td>EMPLOYMENT SCREENING SERVICES</td>
<td>SERVICES 11/16-1/16/2019</td>
<td>178.50</td>
</tr>
<tr>
<td>134740</td>
<td>01/31/2019</td>
<td>ENHANCE THE GIFT MINISTRIES</td>
<td>CBDG PERFORMING ARTS 11/01-11/30/18</td>
<td>367.61</td>
</tr>
<tr>
<td>134741</td>
<td>01/31/2019</td>
<td>FLO-SERVICES, INC.</td>
<td>4TH STREET PUMP STATION; EMERGENCY CALL</td>
<td>10,620.33</td>
</tr>
<tr>
<td>134742</td>
<td>01/31/2019</td>
<td>FRONTIER</td>
<td>FIRE/WATER DEPT 3/13-3/15/2019</td>
<td>520.36</td>
</tr>
<tr>
<td>134743</td>
<td>01/31/2019</td>
<td>FULLER TRUCK ACCESSORIES</td>
<td>RUNNING BOARDS</td>
<td>316.25</td>
</tr>
<tr>
<td>134744</td>
<td>01/31/2019</td>
<td>THE GAS COMPANY</td>
<td>11/27-12/27/2018</td>
<td>1,679.69</td>
</tr>
<tr>
<td>134745</td>
<td>01/31/2019</td>
<td>GORM, INC.</td>
<td>SUPPLIES FOR PARKS MAINTENANCE</td>
<td>333.48</td>
</tr>
<tr>
<td>134746</td>
<td>01/31/2019</td>
<td>GRANICUS, INC.</td>
<td>MEETING EFFICIENCY SUITE/GOVT TRANSPARENCY</td>
<td>2,081.96</td>
</tr>
<tr>
<td>134747</td>
<td>01/31/2019</td>
<td>ANTHONY B HILL</td>
<td>GAME OFFICIAL 1/19/19</td>
<td>125.00</td>
</tr>
<tr>
<td>134748</td>
<td>01/31/2019</td>
<td>HOME DEPOT U.S.A., INC.</td>
<td>2ND QTR SALES TAX REBATE PAYMENT</td>
<td>222,523.50</td>
</tr>
<tr>
<td>CK NUMBER</td>
<td>DATE ISSUED</td>
<td>VENDOR</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-----------</td>
<td>------------</td>
<td>--------</td>
<td>-------------</td>
<td>--------</td>
</tr>
<tr>
<td>134749</td>
<td>01/31/2019</td>
<td>HONEYWELL GLOBAL FINANCE</td>
<td>DEC 2018 KWH PRODUCTION</td>
<td>7,396.43</td>
</tr>
<tr>
<td>134750</td>
<td>01/31/2019</td>
<td>HORTICULTURAL PEST MANAGEMENT</td>
<td>VARIOUS PARKS JANUARY 2019</td>
<td>1,290.00</td>
</tr>
<tr>
<td>134751</td>
<td>01/31/2019</td>
<td>J &amp; S STRIPING</td>
<td>RESTRIPPING PROJECT ALONG GOETZ RD</td>
<td>15,286.89</td>
</tr>
<tr>
<td>134752</td>
<td>01/31/2019</td>
<td>KABD, LLC</td>
<td>GRANT DEED EASEMENT SETTLEMENT APN 322-430-018</td>
<td>2,500.00</td>
</tr>
<tr>
<td>134753</td>
<td>01/31/2019</td>
<td>MANPOWER TEMP SERVICES, INC</td>
<td>TEMP STAFF SERVICES</td>
<td>15,865.84</td>
</tr>
<tr>
<td>134754</td>
<td>01/31/2019</td>
<td>MR. C'S PLUMBING</td>
<td>RESTROOM REPAIRS; MORGAN PARK</td>
<td>130.00</td>
</tr>
<tr>
<td>134755</td>
<td>01/31/2019</td>
<td>MUNICIPAL CODE CORPORATION</td>
<td>SUPPLIES FOR CITY CLERK'S OFFICE</td>
<td>1,811.66</td>
</tr>
<tr>
<td>134756</td>
<td>01/31/2019</td>
<td>NATIONAL DRIVE</td>
<td>TEAMASTERS DRIVE, JAN 2019</td>
<td>12.00</td>
</tr>
<tr>
<td>134757</td>
<td>01/31/2019</td>
<td>LEMUEL NEAL</td>
<td>GAME OFFICIAL 1/26/19</td>
<td>100.00</td>
</tr>
<tr>
<td>134758</td>
<td>01/31/2019</td>
<td>MICHELE OGAWA</td>
<td>SALES/USE TAX WORKSHOP</td>
<td>42.93</td>
</tr>
<tr>
<td>134759</td>
<td>01/31/2019</td>
<td>RICO P. PEREIRA</td>
<td>GAME OFFICIAL 1/19/19</td>
<td>125.00</td>
</tr>
<tr>
<td>134760</td>
<td>01/31/2019</td>
<td>PITNEY BOWES INC</td>
<td>POSTAGE METER SUPPLIES</td>
<td>732.65</td>
</tr>
<tr>
<td>134761</td>
<td>01/31/2019</td>
<td>PREMIERE GLOBAL SERVICES</td>
<td>CONFERENCE CALL SERVICES 12/01-12/31/18</td>
<td>£19.00</td>
</tr>
<tr>
<td>134762</td>
<td>01/31/2019</td>
<td>RAMPART SECURITY SOLUTIONS INC.</td>
<td>UPGRADE TO SECURITY SERVER</td>
<td>14,846.87</td>
</tr>
<tr>
<td>134763</td>
<td>01/31/2019</td>
<td>RELIABLE WORKPLACE SOLUTIONS</td>
<td>OFFICE SUPPLIES</td>
<td>122.30</td>
</tr>
<tr>
<td>134764</td>
<td>01/31/2019</td>
<td>RIGHTWAY</td>
<td>PORTABLE TOILET SERVICES</td>
<td>361.43</td>
</tr>
<tr>
<td>134765</td>
<td>01/31/2019</td>
<td>ERIKA RIOS</td>
<td>CUSTOMER REFUND</td>
<td>35.00</td>
</tr>
<tr>
<td>134766</td>
<td>01/31/2019</td>
<td>JENNIFER RIOS</td>
<td>CUSTOMER REFUND</td>
<td>35.00</td>
</tr>
<tr>
<td>134767</td>
<td>01/31/2019</td>
<td>MARTHA RIVAS</td>
<td>BASKETBALL REFUND</td>
<td>75.00</td>
</tr>
<tr>
<td>134768</td>
<td>01/31/2019</td>
<td>COUNTY OF RIVERSIDE</td>
<td>K-RAT FEES 1ST QTR FY 18-19</td>
<td>29,495.00</td>
</tr>
<tr>
<td>134769</td>
<td>01/31/2019</td>
<td>COUNTY OF RIVERSIDE</td>
<td>K-RAT FEES 2ND QTR FY 18-19</td>
<td>12,115.00</td>
</tr>
<tr>
<td>134770</td>
<td>01/31/2019</td>
<td>ROMO PIPELINE</td>
<td>JOB LOCATION: 1035 S &quot;G&quot; STREET</td>
<td>17,996.00</td>
</tr>
<tr>
<td>134771</td>
<td>01/31/2019</td>
<td>SCE</td>
<td>12/17-1/17/2019</td>
<td>234.46</td>
</tr>
<tr>
<td>134772</td>
<td>01/31/2019</td>
<td>SCE</td>
<td>12/06-1/07/2019</td>
<td>6,511.53</td>
</tr>
<tr>
<td>134773</td>
<td>01/31/2019</td>
<td>SOCIAL WORK ACTION GROUP</td>
<td>HOMELESS SERVICES 12/01-12/31/18</td>
<td>10,912.00</td>
</tr>
<tr>
<td>134774</td>
<td>01/31/2019</td>
<td>SPARKLETTs</td>
<td>BOTTLED WATER SERVICES</td>
<td>235.98</td>
</tr>
<tr>
<td>134775</td>
<td>01/31/2019</td>
<td>THE STANDARD</td>
<td>LIFE/AD&amp;D/LTD JAN 2019</td>
<td>2,085.38</td>
</tr>
<tr>
<td>134776</td>
<td>01/31/2019</td>
<td>STATE OF CALIFORNIA</td>
<td>SMI FEES 1ST QTR JULY-OCT 2018</td>
<td>26,334.57</td>
</tr>
<tr>
<td>134777</td>
<td>01/31/2019</td>
<td>STATE OF CALIFORNIA</td>
<td>SMI FEES 2ND QTR FY 18-19</td>
<td>8,708.37</td>
</tr>
<tr>
<td>134778</td>
<td>01/31/2019</td>
<td>STATE OF CALIFORNIA</td>
<td>BLOOD ALCOHOL ANALYSIS</td>
<td>35.00</td>
</tr>
<tr>
<td>134779</td>
<td>01/31/2019</td>
<td>STATER BROS MARKETS</td>
<td>PERRIS SCHOLAR PGRM/INTERVIEW PANEL/MENTO INFO SESSION</td>
<td>241.37</td>
</tr>
<tr>
<td>134780</td>
<td>01/31/2019</td>
<td>UNITED PAVING CO.</td>
<td>RESTRIPING RAMONA EXPWY, BTWN EVANS/AVALON PKWY</td>
<td>2,276.40</td>
</tr>
<tr>
<td>134781</td>
<td>01/31/2019</td>
<td>SPECTRUM BUSINESS</td>
<td>INTERNET/CABLE SR CENTER/227 N D ST</td>
<td>150.16</td>
</tr>
<tr>
<td>134782</td>
<td>01/31/2019</td>
<td>TYLER TECHNOLOGIES, INC.</td>
<td>SOFTWARE APPLICATION SERVICES 1/01-3/31/19</td>
<td>46,788.00</td>
</tr>
<tr>
<td>134783</td>
<td>01/31/2019</td>
<td>UNITED WAY OF THE INLAND VALLEY</td>
<td>PAYROLL DEDUCTION, JANUARY 2019</td>
<td>107.60</td>
</tr>
<tr>
<td>134784</td>
<td>01/31/2019</td>
<td>CESAR URIBE</td>
<td>REIMBURSE PERMIT FOR 816 S &quot;B&quot; STREET</td>
<td>8,875.00</td>
</tr>
<tr>
<td>134785</td>
<td>01/31/2019</td>
<td>VERIZON WIRELESS</td>
<td>SHERIFF DEPT: 12/11-1/10/19</td>
<td>111.72</td>
</tr>
<tr>
<td>134786</td>
<td>01/31/2019</td>
<td>VISUAL EDGE, INC.</td>
<td>XEROX COPIER/NETWORKING SERVICES 12/01-12/31/18</td>
<td>2,578.22</td>
</tr>
<tr>
<td>134787</td>
<td>01/31/2019</td>
<td>BRANDI WILLIAMS</td>
<td>GAME OFFICIAL</td>
<td>125.00</td>
</tr>
<tr>
<td>134788</td>
<td>01/31/2019</td>
<td>XEROX FINANCIAL SERVICES</td>
<td>LEASE PAYMENT 12/30-1/29/19</td>
<td>6,069.01</td>
</tr>
<tr>
<td>134789</td>
<td>01/31/2019</td>
<td>MICHAEL ZABALA</td>
<td>ICC HS TECHNICAL TRAINING PROGRAM, DEC 2018</td>
<td>469.80</td>
</tr>
</tbody>
</table>

**TOTAL REGISTER**

$6,965,613.30
MEETING DATE: February 26, 2019

SUBJECT: Legislative Process Presentation Provided by Michelle Rubalcava with Nielsen Merksamer Parrinello Gross & Leoni LLP

REQUESTED ACTION: Receive Presentation on Legislative Process

CONTACT: Jennifer Erwin, Director of Finance

BACKGROUND/DISCUSSION:

In December 2018, the City Council approved a contract with Nielsen Merksamer Parrinello Gross & Leoni LLP for lobbying services. Michelle Rubalcava, Senior Counsel, will provide a presentation to guide City Council and Staff on the California Legislative Process.

BUDGET (or FISCAL) IMPACT: None.

Prepared by: Jennifer Erwin, Director of Finance

REVIEWED BY:
City Attorney
Assistant City Manager
Finance Director

Attachments:
Consent:
Public Hearing:
Business Item: X
Presentation:
Other:
Ordinance Amendment 19-05020 - Proposal to amend Chapter 2.37 of the Municipal Code to reduce the number of Planning Commissioners from seven to five.

ADOPT Second Reading of Ordinance No. 1379 to amend Chapter 2.37 of the Municipal Code to reduce the number of Planning Commissioners from seven to five.

Dr. Grace Williams, Director of Planning and Economic Development

On February 12, 2019, the City Council voted 3-2 to introduce Ordinance No. 1379 to reduce the number of Planning Commissioners from seven to five, with the following notable changes:

- The seats will now expire on June 30th instead of December 31st;
- Seats one through three would expire on June 30, 2021 and every four years thereafter, and
- Seats four and five would expire on June 30, 2023 and every four years thereafter.

Upon adoption, the Ordinance Amendment will be effective on June 30, 2019 instead of the normal thirty days following adoption. This will allow the existing Commissioners to continue serving as a seven-member Commission until June 30, 2019, while the City begins the recruitment process to obtain candidates, which may include the current Commissioners to fill the five available seats. It is anticipated that the City Council will appoint or reappoint Planning Commissioners to each of the five new seats in May, at the Council’s discretion. The terms for the five new seats will commence on July 1, 2019.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item is covered in the current budget.

Prepared by: Kenneth Phung, Planning Manager

REVIEWED BY: Dr. Grace Williams, Director of Planning and Economic Development

Attachment: Proposed Ordinance

Business Item: February 26, 2019

01006.0001/35324.1
ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 2.37 OF TITLE 2 OF THE PERRIS MUNICIPAL CODE RELATING TO THE CITY'S PLANNING COMMISSION

WHEREAS, the City of Perris established a Planning Commission pursuant to Government Code § 65100;

WHEREAS, the City's Planning Commission currently consists of seven members;

WHEREAS, the City Council desires to reduce the membership of the Planning Commission from seven to five.

WHEREAS, in transitioning to a five-member Planning Commission, the City Council desires to allow the current members of the Planning Commission to serve as a seven-member Planning Commission until June 30, 2019, and therefore desires to set the effective date of this Ordinance as June 30, 2019. However, the City Council intends to appoint (or reappoint) members to the five-member Planning Commission prior to June 30, 2019.

THE CITY COUNCIL OF THE CITY OF PERRIS DOES HEREBY ORDAIN AS FOLLOWS:

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

Section 2. Amendment to Section 2.37.020. Section 2.37.020 of Chapter 2.37 of Title 2 of the Perris Municipal Code is hereby amended as follows (strikethrough represents deleted language while bold italics represents new language):

"The planning commission shall consist of seven five members."

Section 3. Amendment to Section 2.37.050. Section 2.37.050 of Chapter 2.37 of Title 2 of the Perris Municipal Code is hereby amended as follows (strikethrough represents deleted language while bold italics represents new language):

"Sec. 2.37.050. - Terms of office.

(a) The terms of office for members of the planning commission, other than those appointed to complete unexpired terms, shall be four years or until their successors shall be appointed and qualified. For example, a member whose term expires on June 30 would continue to serve in July and thereafter until a successor is appointed. The successor may be the same member if reappointed. The terms for members of the planning commission who are appointed to complete an
unexpired term shall run until the end of their respective unexpired terms or until their successors are appointed.

(b) Seats on the planning commission shall be numbered one through seven five. Seats one, two and three shall expire on December 31, 2003 June 30, 2021, and on December 31 June 30 every four years thereafter. Seats four; and five, six and seven shall expire on December 31, 2005 June 30, 2023, and on December 31 June 30 every four years thereafter.

(c) Notwithstanding Sections 2.37.050(a) and 2.37.050(b), the term of any member of the planning commission who was appointed prior to February 26, 2019, shall expire on June 30, 2019.”

Section 4. Amendment to Section 2.37.090(b). Subsection (b) of Section 2.37.090 of Chapter 2.37 of Title 2 of the Perris Municipal Code is hereby amended as follows (strike-through represents deleted language while bold italics represents new language):

“Special meetings of the commission may be called at any time by the chairperson or four three members thereof by written notice served as required by law, or otherwise provided in the Ralph M. Brown Act.”

Section 5. Amendment to Section 2.37.100. Section 2.37.100 of Chapter 2.37 of Title 2 of the Perris Municipal Code is hereby amended as follows (strike-through represents deleted language while bold italics represents new language):

“Four Three members of the planning commission shall constitute a quorum, but a lesser number may adjourn from time to time.”

Section 6. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 7. Effective Date. This Ordinance shall take effect on June 30, 2019.

Section 8. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.
ADOPTED, SIGNED and APPROVED this __ day of ________, 2019.

ATTEST:

______________________________

MAYOR, MICHAEL M. VARGAS

______________________________

City Clerk, Nancy Salazar
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
CITY OF PERRIS

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ___ day of ______, 2019, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

____________________________________
City Clerk, Nancy Salazar
MEETING DATE: February 26, 2019

SUBJECT: Appointment to CDBG Committee for review of applications

REQUESTED ACTION: Mayor and City Council to make appointment to CDBG Committee

CONTACT: Clara Miramontes, Assistant City Manager

BACKGROUND/DISCUSSION:

The number of CDBG grant applications received for this fiscal year have increased from prior years. The CDBG Committee would review all applications and make recommendations to the City Council for distribution of grant allocations.

BUDGET (or FISCAL) IMPACT: None.

Prepared by: Clara Miramontes, Assistant City Manager

REVIEWED BY:
City Attorney
Assistant City Manager CEM
Finance Director

Consent:
Public Hearing:
Business Item: February 26, 2019
Presentation:
Other: