CITY OF MURRIETA
Council Chambers
1 Town Square
Murrieta, CA 92562

Tuesday, November 4, 2025
5:30 PM CLOSED SESSION
6:00 PM REGULAR MEETING

The City of Murrieta intends to comply with the Americans with Disabilities Act (ADA). Persons with special needs should call the City Clerk Department at (951) 461-6031 or email at CityClerk@murrietaca.gov at least 72 hours in advance. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

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Cindy Warren
Mayor

Jon Levell
Mayor Pro Tem

Lisa DeForest
Council Member

Lori Stone
Council Member

Ron Holliday
Council Member

Justin Clifton, City Manager
Tiffany Israel, City Attorney
Cristal McDonald, City Clerk

MURRIETA CITY COUNCIL (CC)
MURRIETA COMMUNITY SERVICES DISTRICT (CSD)
MURRIETA FIRE DISTRICT (FD)
MURRIETA LIBRARY BOARD (LB)
MURRIETA REDEVELOPMENT SUCCESSOR AGENCY (RSA)
MURRIETA HOUSING AUTHORITY (HA)
MURRIETA FINANCING AUTHORITY (FA)

YOU MAY VIEW THE MEETING LIVESTREAMED VIA THE CITY'S WEBSITE AT
https://murrieta.legistar.com/Calendar.aspx

5:30 PM CLOSED SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY

ANNOUNCEMENT OF CLOSED SESSION ITEMS

CLOSED SESSION

CS1. Conference with Real Property Negotiations
The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property at the intersection of Kalmia Street and Jefferson Avenue, APNs 906-080-041, 906-080-042, and 906-080-033 with Bold Communities and Fidelis Advisors. The City's real property negotiators, the City Manager, Assistant City Manager, Development Services Director, Economic Development Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

RECESS TO CLOSED SESSION

6:00 PM REGULAR MEETING

CALL TO ORDER

ANNOUNCEMENT OF CLOSED SESSION ACTION

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

Murrieta Valley Unified School District: Penny Drive

Southern California Gas Company: Restaurant Grant Program

Proclamation: Small Business Saturday

APPROVAL OF AGENDA

CITY MANAGER - ADMINISTRATIVE UPDATE

GOVERNING BODY COMMISSION/COMMITTEE/BOARD (CCB) REPORTS/ANNOUNCEMENTS

Governing Body CCB Reports is the opportunity for the City Council to provide a brief report on conferences, seminars, and Commission, Committees, and/or Boards meeting attendance. Reports shall not exceed three minutes. Governing Body Announcements is the opportunity for the City Council to provide miscellaneous reports and announcements. Announcements shall not exceed two minutes. The City Clerk will use the computerized timer.

PUBLIC COMMENTS (NON-AGENDA)

At this time any person may address the governing bodies on any subject pertaining to City business, which does not relate to any item listed on the printed agenda. Normally no action may be considered or taken by the governing bodies on any matter not listed on the agenda. Each speaker will be limited to three minutes.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 7

All matters listed on the Consent Calendar are to be considered routine by the governing bodies, and will be enacted by one motion in the form listed. There will be no discussion of these items unless, before the governing body votes on the motion to adopt, specific items are removed from the Consent Calendar for separate motions.

1. Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title Only

Recommended Action:

Waive reading, by title only, of all Ordinances and Resolutions. Said Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. Minutes

Recommended Action:

Approve the October 21, 2025 Regular meeting minutes.

3. Check Register August 2025

Recommended Action:

Adopt Resolution No. 25-4892 entitled*: A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the month of August 2025.*

4. Acceptance of a State of California Office of Traffic Safety Grant Award for Fire Department Vehicle Extrication Equipment

Recommended Action:

Accept a State of California Office of Traffic Safety Program Grant award in the amount of $120,000;

Amend the Fiscal Year 2025/26 Operating Budget to allocate and appropriate the $120,000, in grant funds and carry over any unused grant budget to Fiscal Year 2026/27; and

Authorize the City Manager, and/or their designee, to execute all necessary documents and take actions required to accept, implement, and administer the grant, including ratification of the designees' execution of the grant agreement.

5. Award a Construction Contract for the Synthetic Turf Replacement Project

Recommended Action:

Amend the Fiscal Year 2025/26 Capital Improvement Plan budget to appropriate $1,197,077.91 for Capital Improvement Project No. 22039;

Approve the use of the Measure T Fund Community Services Department Facility Repair Reserve in the amount of $1,197,077.91;

Award the construction contract for the Los Alamos Hills and Torrey Pines Park Synthetic Turf Replacement Project, Capital Improvement Project 22039, to the lowest responsible bidder, Horizons Construction Company International, Inc., in the amount of $994,850.36, plus a 15% contingency; and

Authorize the Mayor to execute the agreement.

6. Purchase of Municipal Services Dump Trucks

Recommended Action:

Approve the purchase of two Ford F-750 dump trucks under the City's current agreement with Enterprise Fleet Management; and

Authorize the City Manager to execute the Enterprise Open-End (Equity) Lease Rate Quote No. 8781562.

7. Acceptance of a Selective Traffic Enforcement Program Grant from the State of California Office of Traffic Safety

Recommended Action:

Accept a Selective Traffic Enforcement Program Grant Award of $160,000, from the State of California Office of Traffic Safety;

Amend the Fiscal Year 2025/26 Operating Budget to allocate and appropriate the grant funding; and

Authorize the City Manager, and/or their designee, to execute all necessary documents and take actions required to accept, implement, and administer the grant, including ratification of the designees' execution of the grant agreement.

PULLED CONSENT CALENDAR ITEMS

PUBLIC HEARINGS

DISCUSSION

8. Award Construction Contract for the Fire Station 1 Site Improvements Project, CIP No. 21019, City Project No. 22-452

Recommended Action:

Amend the Capital Improvement Plan Budget for Fiscal Year 2025/26 and appropriate $1,849,060.30 from the Measure T Fund Unassigned Fund Balance into CIP No. 21019;

Amend the Capital Improvement Plan Budget for FY2025/26 and appropriate $35,000 from the Measure T Fire Fund Facility Reserve into CIP No. 21019;

Award the construction contract for the Fire Station 1 Site Improvements Project, CIP No. 21019, City Project No. 22-452, to DEARK E&C, INC in the amount of $2,777,760;

Authorize a fifteen percent construction contingency of $416,664;

Authorize the City Engineer to approve contract change orders not to exceed fifteen percent of the contract amount; and

Authorize the Mayor to execute the construction contract.

9. First Reading of Ordinance for Adoption of the 2025 California Building Standards Code

Recommended Action:

Conduct the first reading and introduce Ordinance No. 625-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Adopting the 2025 California Building Standards Code*; and

Schedule a Public Hearing to conduct the second reading of Ordinance No. 625-25 for the November 18, 2025, City Council Meeting.

10. First Reading of the 2025 Fire Code and the California Wildland Urban Interface Code

Recommended Action:

Introduce and conduct the first reading of Ordinance No. 626-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Adopting the California Fire Code, 2025 Edition, Based on the 2024 International Fire Code Including Local Amendments and Additions*;

Introduce and conduct the first reading of Ordinance No. 627-25 entitled: *An Ordinance of the City Council, Adopting the 2025 California Wildland-Urban Interface Code, Based on the 2024 International Wildland-Urban Interface Code, Including Local Amendments and Additions*; and

Schedule a public hearing to conduct the second reading of Ordinance Nos. 626-25 and 627-25 for the November 18, 2025 City Council Meeting.

NOTIFICATIONS

Notice of Pending Approval of Final Parcel Map - PM 38568

RECONSIDERATION

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ADJOURNMENT

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No. CS1.

Subject:
Conference with Real Property Negotiations
The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property at the intersection of Kalmia Street and Jefferson Avenue, APNs 906-080-041, 906-080-042, and 906-080-033 with Bold Communities and Fidelis Advisors. The City's real property negotiators, the City Manager, Assistant City Manager, Development Services Director, Economic Development Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No.

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No.

Subject:
Southern California Gas Company: Restaurant Grant Program

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No.

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No. 1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title Only

RECOMMENDATION

Waive reading, by title only, of all Ordinances and Resolutions. Said Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No. 2.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Cristal McDonald, City Clerk

SUBJECT: Minutes

RECOMMENDATION

Approve the October 21, 2025 Regular meeting minutes.

ATTACHMENTS

1. October 21, 2025 Minutes

CITY OF MURRIETA
Council Chambers
1 Town Square
Murrieta, CA 92562

Tuesday, October 21, 2025
4:00 PM WORKSHOP
5:30 PM CLOSED SESSION
6:00 PM REGULAR MEETING
MINUTES

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Cindy Warren
Mayor

Jon Levell
Mayor Pro Tem

Lisa DeForest
Council Member

Lori Stone
Council Member

Ron Holliday
Council Member

Justin Clifton, City Manager
Tiffany Israel, City Attorney
Cristal McDonald, City Clerk

MURRIETA CITY COUNCIL (CC)
MURRIETA COMMUNITY SERVICES DISTRICT (CSD)
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MURRIETA FINANCING AUTHORITY (FA)

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4:00 PM WORKSHOP

CALL TO ORDER 4:00 p.m.

ROLL CALL

Present: Mayor Cindy Warren
Mayor Pro Tem Jon Levell
Council Member Ron Holliday
Council Member Lori Stone
Absent: Council Member Lisa DeForest

WS1. Hillside Updates (DCA-2021-2396) - Workshop 4

Staff report and PowerPoint presentation provided by Development Services Director David Chantarangsu, Deputy Director of Development Services Jarrett Ramaiya, GIS Analyst Cameron Butt, and Senior Planner Chris Tracy.

The following topics were discussed:
- Applying hillside standards;
- Slope thresholds;
- Relationship to specific plans; and
- The use of GIS versus the average slope formula.

Public Comments:

Kassen Klein: Emphasized that the map indicating hillside areas must be codified to avoid confusion and inconsistent application of hillside standards. Raised legal and environmental questions about the complexity of applying hillside ordinances to specific plans, citing overlapping state and federal regulations.

Dan Long: Supported allowing applicants to contest GIS data and noted City datasets are sometimes inaccurate; noted the general plan is outdated and needs to be addressed before introducing new policies.

Alan Long: Spoke on concerns over the new ordinance, which focuses only on a few properties, could unnecessarily restrict those owners' rights. Advocated re-evaluating outdated plans and hillside policies from the 1990s.

Sherie Munroe: Agreed with mapping hillside areas and supported limiting rigorous slope analysis to mapped parcels. Supported having a process to contest GIS findings, but cautioned against unnecessary burdens on parcels mapped as outside hillside zones

Action: After discussion, staff was directed by consensus to develop a map that clearly designates hillside areas, differentiating between developed and undeveloped properties, clarify the slope threshold to be 25.00% or greater, not rounded, ensure the appeal process is available for applicants to contest the GIS-based slope analysis, and incorporate the feedback from the discussion into the draft hillside ordinance and bring it back to Council for further review.

RECESS 5:17 p.m.

5:30 PM CLOSED SESSION

CALL TO ORDER 5:30 p.m.

ROLL CALL

Present: Mayor Cindy Warren
Mayor Pro Tem Jon Levell
Council Member Ron Holliday
Council Member Lori Stone

Absent: Council Member Lisa DeForest

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY None

ANNOUNCEMENT OF CLOSED SESSION ITEMS

Deputy City Clerk Kimberly Ramirez announced the following Closed Session items:

CLOSED SESSION

CS1. Conference with Legal Counsel - Anticipated Litigation
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in 1 case.

CS2. Conference with Real Property Negotiations
The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property at the intersection of Kalmia Street and Jefferson Avenue, APNs 906-080-041, 906-080-042, and 906-080-033 with Bold Communities and Fidelis Advisors. The City's real property negotiators, the City Manager, Assistant City Manager, Development Services Director, Economic Development Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

RECESS TO CLOSED SESSION 5:31 p.m.

6:00 PM REGULAR MEETING

CALL TO ORDER 6:05 p.m.

ANNOUNCEMENT OF CLOSED SESSION ACTION

City Attorney Tiffany Israel reported the following Closed Session Action: No reportable action for Closed Session Item Nos. CS1 – CS2.

ROLL CALL

Present: Mayor Cindy Warren
Mayor Pro Tem Jon Levell
Council Member Ron Holliday
Council Member Lori Stone

Absent: Council Member Lisa DeForest

PLEDGE OF ALLEGIANCE Eagle Scout Troop 384

INVOCATION Murrieta Police Department Chaplain Monte Jones

PRESENTATIONS

Proclamation: Retirement, Corporal Matt Mozingo

The presentation was continued to a future meeting.

APPROVAL OF AGENDA

Action: It was moved by Council Member Stone, seconded by Council Member Holliday, to approve the Agenda for October 21, 2025.

The motion carried by the following vote:

Ayes: Stone, Holliday, Levell, Warren
Noes: None
Absent: DeForest

CITY MANAGER - ADMINISTRATIVE UPDATE

Police Department: E-Bike Social Media Campaign

Police Department/United States Postal Inspection Services: Broken Mailboxes

Community Update: Public Information Officer Cristina Davies

GOVERNING BODY COMMISSION/COMMITTEE/BOARD (CCB) REPORTS/ANNOUNCEMENTS

Council Member Stone: Provided attendance/reported the following:
- California League of Cities

Provided Announcements to be made part of the City's record.

Council Member Holliday: Provided attendance/reported the following:
- California League of Cities

Provided Announcements to be made part of the City's record.

Mayor Pro Tem Levell: Provided verbal Announcements.

Mayor Warren: Provided attendance/reported the following:
- California League of Cities Conference
- Town Square Park & Amphitheater Ad-Hoc Subcommittee

Provided Announcements to be made part of the City's record.

PUBLIC COMMENTS (NON-AGENDA)

Julie Paule: Members of Eagle Scout Troop 384 introduced themselves as part of a badge requirement.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 9

Action: It was moved by Council Member Holliday, seconded by Mayor Pro Tem Levell to approve Consent Calendar Item Nos. 1-9.

The motion carried by the following vote:

Ayes: Stone, Holliday, Levell, Warren
Noes: None
Absent: DeForest

1. Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title Only

Recommended Action:

Waive reading, by title only, of all Ordinances and Resolutions. Said Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. Minutes

Recommended Action:
Approve the October 7, 2025 Regular meeting minutes.

3. Monthly Investment Transaction Report for August 2025

Recommended Action:
Receive and file the Monthly Investment Transaction Report for August 2025.

4. Library Zip Books Grant Funding

Recommended Action:
Authorize the City Manager to accept grant funding from the California State Library for the Zip Books program for Fiscal Year 2025/26 in the amount of $14,760; and

Amend the Fiscal Year 2025/26 Operating Budget to allocate the grant funds.

5. Second Amended Agreement with Architerra, Inc., for On-Call As-Needed Landscape Services

Recommended Action:

Approve a Second Amendment to an Agreement with Architerra, Inc., increasing the annual maximum contract amount for on-call landscape services to $200,000 per fiscal year through June 30, 2027;

Amend the Fiscal Year 2025/26 and 2026/27 Operating Budget as described in the Fiscal Impact section of this report; and

Authorize the City Manager to execute the Second Amendment.

6. Community Wildfire Protection Plan Agreement

Recommended Action:

Award the Community Wildfire Protection Plan contract to DUDEK, in the amount of $125,000;

Approve a 20% contingency (up to $25,000) to address unforeseen conditions or project requirements;

Authorize the Fire Chief to approve change orders not to exceed the contingency; and

Authorize the City Manager to execute the agreement.

7. Acceptance of a Grant from the Public Entity Risk Management Authority

Recommended Action:
Accept a Public Entity Risk Management Authority Grant Award of $2,500; and

Amend the Fiscal Year 2025/26 Operating Budget to allocate and appropriate the grant funding.

8. Collectible Work Authorization Agreement with Southern California Gas Company for the Murrieta Hot Springs Road Improvement Project, CIP No. 8079
Recommended Action:
Approve a Collectible Work Authorization Agreement with Southern California Gas Company in the amount of $157,372.10 for improvements relating to the Murrieta Hot Springs Road Improvement Project, CIP No. 8079;

Authorize a fifteen percent (15%) construction contingency of $23,605.82; and

Authorize the City Manager to sign the Collectible Work Authorization Agreement.

9. Amendment to Agreement with Jacobs Engineering for Engineering Design Services for the Keller Road at I-215 Interchange Project, CIP No. 8449
Recommended Action:
Approve Amendment No. 10 to the Engineering Design Services Agreement for the Keller Road at I-215 Interchange, CIP No. 8449, with Jacobs Engineering Group, Inc., revising the scope of work and reducing the total not to exceed contract amount by $279,448; and

Authorize the Mayor to execute the Amendment on behalf of the City.

PULLED CONSENT CALENDAR ITEMS None

DISCUSSION

10. Discussion Regarding the Start Time and Schedule for City Council Meeting Days

Staff report and PowerPoint presentation provided by City Clerk Cristal McDonald.

Deputy City Clerk Kimberly Ramirez was available to answer questions from the City Council.

Public Comments: None

Action: After discussion, it was moved by Council Member Holliday, seconded by Council Member Stone, to amend Resolution No. 19-4178 to reflect changes to the start time and schedule of City Council meetings beginning in 2026 with future discussion to be brought forward regarding workshop timing.

The motion carried by the following vote:

Ayes: Stone, Holliday, Levell, Warren
Noes: None
Absent: DeForest

RECONSIDERATION None

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS None

ADJOURNMENT 7:56 p.m.

_____
Cristal McDonald, City Clerk

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No. 3.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Missy Matula, Accounting Specialist

SUBJECT: Check Register August 2025

RECOMMENDATION

Adopt Resolution No. 25-4892 entitled*: A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the month of August 2025.*

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

In accordance with California Government Code (CGC) § 37208, the attached consolidated check register is being presented to the City Council for ratification. To improve transparency, this report provides detailed information on checks and electronic fund transfers including Automated Clearing House (ACH) and Wire payments. This report also summarizes amounts for payroll. Staff reviewed the request for expenditures for the appropriate budgetary approval and for the authorization from the department director or designee. The attached consolidated check register represents the payments issued for August 2025. In accordance with CGS § 37202, the Director of Finance or designee hereby certifies to the accuracy of the following demands and to the availability of funds for payment. Following is a summary and totals for each type of payment issued in August.

Payment Method	Record Number	Amount
Accounts Payable	Check No. 165568-165979[1]	$5,603,627.92
ACH/Wires	Wire No. 09002181-09002235[2]	$3,058,079.51
Payroll	Pay Date - August 7, 2025	$1,718,311.03
Payroll	Pay Date - August 21, 2025	$1,725,300.17
Total August 2025 Payments		**$12,105,318.63**

[1] Checks voided: 165631, 165632, 165770.

[2]Due to the timing differences between assigning wire numbers and processing the actual wire transaction through our financial institution, certain wire payments may be out of sequence from the current report. These wire transactions were either reported in the prior month or will be reported in the following month's report.

Wire transactions/numbers reported in the check register for July 2025: 09002186, 09002196, 09002197, 09002198, 09002199, 09002200, 09002201, 09002202, 09002203, 09002204, 09002205, 09002206, 09002207, 09002208, 09002209.

ATTACHMENTS

1. Resolution No. 25-4892

RESOLUTION NO. 25-4892

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, RATIFYING THE CONSOLIDATED CHECK REGISTER FOR THE MONTH OF AUGUST 2025

WHEREAS, Sections 3.12.060 and 3.12.080 of the Murrieta Municipal Code and California Government Code Section 37208 allow prepayment of demands prior to City Council approval with ratification by the City Council at the next City Council meeting.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the consolidated check register, attached as Exhibit A, in the amount of $12,105,318.63, which includes Accounts Payable $5,603,627.92 (Check Numbers 165568-165979), Payroll $3,443,611.20 (pay dates: August 7th and August 21st), and ACH/Wires $3,058,079.51 (Wire Numbers 09002181-09002235) excluding ACH/Wire numbers listed in Exhibit A, for the month of August 2025 is hereby approved.

PASSED AND ADOPTED this 4th day of November, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany Israel, City Attorney

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

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4892 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 4th day of November, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Cristal McDonald, City Clerk

EXIBIT A

CONSOLIDATED CHECK REGISTER FOR AUGUST 2025

Payment Method	Record Number	Amount
Accounts Payable	Check No. 165568-165979[1]	$5,603,627.92
ACH/Wires	Wire No. 09002181-09002235[2]	$3,058,079.51
Payroll	Pay Date – August 7, 2025	$1,718,311.03
Payroll	Pay Date – August 21, 2025	$1,725,300.17
Total August 2025 Payments		**$12,105,318.63**

[1]Checks voided: 165631, 165632, 165770.

[2]Excluding Wire Nos. from July: 09002186, 09002196, 09002197, 09002198, 09002199, 09002200, 09002201, 09002202, 09002203, 09002204, 09002205, 09002206, 09002207, 09002208, 09002209.

City of Murrieta
FEAP004 Consolidated Check Register by Bank
Detail
Check Dates Between Aug 1, 2025 and Aug 31, 2025
Bank(s): AP
Status(es): IS - Issued, RV - Reversed
Check Type(s): MW - Machine Written

Report Generated on Sep 16, 2025 12:49:23 PM

Bank ID: AP -

Check	Issue Date	Payee ID	Payee Name	Reference	2nd Ref	Cancel Date	Check Type	Doc Type	Status	Subsystem	Account		Check Amount
00165568	08/01/2025	V005319	Benefit Coordinators Corporation BCC	1115/2501140			MW	CHK	IS	OH	1100000-21270	1,578.00	
											1100000-21370	23,958.25	
											1110000-21370	6,259.40	
											1510000-21370	6,838.00	
											1710000-21370	2,104.00	
											3060000-21370	1,172.98	
											3110000-21370	1,262.40	
											3580000-21370	105.20	
											4110000-21370	64.17	
											7010000-21370	315.60	
											7260000-21370	1,157.20	
				1125/2501140			MW	CHK	IS	OH	1100000-21270	592.50	
											1100000-21730	8,916.73	
											1110000-21730	2,350.25	
											1510000-21730	2,567.50	
											1710000-21730	790.00	
											3060000-21730	440.42	
											3110000-21730	474.00	
											3580000-21730	39.50	
											4110000-21730	24.10	
											7010000-21730	118.50	
											7260000-21730	434.50	
													$61,563.20
00165569	08/01/2025	V000184	CA Assoc of Prof Firefighters	1130/2501140			MW	CHK	IS	OH	1110000-21655	176.00	
											1510000-21655	768.00	
				2130/2501140			MW	CHK	IS	OH	1100000-21655	1.99	
											1110000-21655	146.51	
											1510000-21655	648.00	
													$1,740.50
00165570	08/01/2025	V000201	California Law Enforcement Assoc	1132/2501140			MW	CHK	IS	OH	1100000-21655	1,677.00	
											1110000-21655	351.00	
				2132/2501140			MW	CHK	IS	OH	1100000-21655	1,099.71	
											1110000-21655	195.27	
											1190000-21655	2.67	
											3550000-21655	2.35	
													$3,328.00
00165571	08/01/2025	V004287	Lori Moss	MOSS/AUG25			MW	CHK	IS	OH	1101400-53100	695.00	
													$695.00
00165572	08/01/2025	V005134	Zach Schumaker	SCHUMAKER/JULY25			MW	CHK	IS	OH	7018100-61860	5,106.00	
													$5,106.00
00165573	08/01/2025	V003638	U.S. Bank Trustee For PARS/ARS 6746022400	1401/2501140			MW	CHK	IS	OH	1100000-21600	123.51	
											1110000-21600	82.47	
											1710000-21600	238.42	
											3110000-21600	123.23	
				2401/2501140			MW	CHK	IS	OH	1100000-21600	589.17	
											1110000-21600	393.38	
											1710000-21600	1,137.53	
											3110000-21600	587.93	

											$3,275.64
00165574	08/01/2025	V001077	Judith Vierstra	VIERSTRA/AUG25	MW	CHK	IS	OH	1513520-53100	1,808.31	
											$1,808.31
00165575	08/01/2025	V005865	Washington State Council of Fire Fighters	1184/2501140	MW	CHK	IS	OH	1110000-21303	1,100.00	
									1510000-21303	5,100.00	
				2184/2501140	MW	CHK	IS	OH	1110000-21304	1,100.00	
									1510000-21304	5,100.00	
											$12,400.00
00165576	08/06/2025	V003131	Aflac	2232/2501150	MW	CHK	IS	OH	1100000-21720	2,247.30	
									1102600-53000	0.04	
									1110000-21720	860.94	
									1190000-21720	16.40	
									1510000-21720	342.12	
									1710000-21720	398.40	
									3060000-21720	170.30	
									3110000-21720	108.36	
									3550000-21720	5.86	
									3580000-21720	1.76	
									7260000-21720	109.86	
				2234/2501150	MW	CHK	IS	OH	1100000-21720	1,390.26	
									1110000-21720	196.02	
									1190000-21720	3.10	
									1510000-21720	36.30	
									3060000-21720	36.22	
									3110000-21720	5.98	
									3550000-21720	13.65	
									3580000-21720	71.37	
									7260000-21720	118.82	
											$6,133.06
00165577	08/06/2025	V000773	Pre-Paid Legal Services Inc	2600/2501150	MW	CHK	IS	OH	1100000-21440	96.93	
									1110000-21440	51.80	
									1510000-21440	51.80	
									1710000-21440	79.75	
									3550000-21440	2.72	
											$283.00
00165578	08/06/2025	V003638	U.S. Bank Trustee For PARS/ARS 6746022400	1401/2501150	MW	CHK	IS	OH	1100000-21600	26.12	
									1110000-21600	67.53	
									1710000-21600	164.51	
									3110000-21600	113.48	
				2401/2501150	MW	CHK	IS	OH	1100000-21600	124.58	
									1110000-21600	322.27	
									1710000-21600	784.98	
									3110000-21600	541.39	
											$2,144.86
00165579	08/06/2025	V005865	Washington State Council of Fire Fighters	1184/2501150	MW	CHK	IS	OH	1110000-21303	1,100.00	
									1510000-21303	5,100.00	
				2184/2501150	MW	CHK	IS	OH	1100000-21304	11.22	
									1110000-21304	1,100.00	
									1510000-21304	5,088.78	
				DANG/AUG	MW	CHK	IS	OH	1513580-53100	675.43	
											$13,075.43
00165580	08/07/2025	V004386	2 Hot Activewear	96978	MW	CHK	IS	OH	1513590-63800	1,018.77	
											$1,018.77
00165581	08/07/2025	V005287	Accenture LLP	33545	MW	CHK	IS	OH	3417500-60480	360.00	
											$360.00
00165582	08/07/2025	V003581	Airgas USA LLC	5517722558	MW	CHK	IS	OH	1513520-60480	78.24	
				5517722703	MW	CHK	IS	OH	1513520-60480	197.66	
				5517722872	MW	CHK	IS	OH	1513520-60480	342.71	
				5517723024	MW	CHK	IS	OH	1513520-60480	89.71	

				5517723184	MW	CHK	IS	OH	1513520-60480	135.59	
											$843.91
00165583	08/07/2025	V005378	Aleshire & Wynder LLP	96811	MW	CHK	IS	OH	1101200-60440	10,936.90	
				96812	MW	CHK	IS	OH	1101200-60440	2,309.60	
				96813	MW	CHK	IS	OH	7018100-60440	3,717.50	
				96814	MW	CHK	IS	OH	1101200-60440	17,895.45	
				96815	MW	CHK	IS	OH	1101200-60440	2,431.90	
				96816	MW	CHK	IS	OH	1101200-60440	584.80	
				96817	MW	CHK	IS	OH	1101200-60440	3,164.80	
				96818	MW	CHK	IS	OH	1101200-60440	8,003.70	
				96819	MW	CHK	IS	OH	1101200-60440	2,521.33	
				96820	MW	CHK	IS	OH	1101200-60440	1,200.60	
				96821	MW	CHK	IS	OH	7018100-60440	305.80	
				96822	MW	CHK	IS	OH	1101200-60440	9,776.80	
				96823	MW	CHK	IS	OH	1101200-60440	3,939.20	
				96824	MW	CHK	IS	OH	1101200-60440	3,046.70	
				96825	MW	CHK	IS	OH	1101200-60440	2,411.10	
				96826	MW	CHK	IS	OH	1101200-60440	5,684.00	
				96827	MW	CHK	IS	OH	1101200-60440	9,740.10	
				96829	MW	CHK	IS	OH	1101200-60440	4,848.00	
				96830	MW	CHK	IS	OH	1101200-60440	18.00	
				96831	MW	CHK	IS	OH	1101200-60440	2,018.98	
				96832	MW	CHK	IS	OH	1101200-60440	2,663.40	
											$97,218.66
00165584	08/07/2025	V000075	Allied Traffic & Eqt Rentals	96852	MW	CHK	IS	OH	3060060-64040	299.06	
				96854	MW	CHK	IS	OH	3060060-64040	263.18	
				96921	MW	CHK	IS	OH	3060060-64040	788.44	
				96958	MW	CHK	IS	OH	3060060-64040	108.75	
											$1,459.43
00165585	08/07/2025	V005121	American Eagle Trophies	14240	MW	CHK	IS	OH	1715144-62440	54.38	
											$54.38
00165586	08/07/2025	V000093	American Towers LLC	4956583	MW	CHK	IS	OH	1513520-60480	1,367.05	
											$1,367.05
00165587	08/07/2025	V005649	Bare Bees INC	1545	MW	CHK	IS	OH	1715162-61960	200.00	
											$200.00
00165588	08/07/2025	V005939	Busy Bees Locks & Keys Inc	91175862	MW	CHK	IS	OH	1106155-62000	1,565.95	
											$1,565.95
00165589	08/07/2025	V000203	California Oaks Car Wash	1376	MW	CHK	IS	OH	1715120-62200	52.00	
				1377	MW	CHK	IS	OH	1715120-62200	18.00	
											$70.00
00165590	08/07/2025	V005946	Candy Julian	E-42025	MW	CHK	IS	OH	1715144-63240	294.00	
											$294.00
00165591	08/07/2025	V003657	CDW Government LLC	AF11F9T	MW	CHK	IS	OH	7268340-60760	2,983.24	
											$2,983.24
00165592	08/07/2025	V004427	CentralSquare Technologies LLC	443426	MW	CHK	IS	OH	1107500-60480	180.00	
				443427	MW	CHK	IS	OH	1107500-60480	90.00	
											$270.00
00165593	08/07/2025	V004772	Cintas First Aid	5269760702	MW	CHK	IS	OH	7018100-62440	79.46	
				5274189004	MW	CHK	IS	OH	7018100-62440	237.68	
				5279395603	MW	CHK	IS	OH	7018100-62440	272.59	
				5279865303	MW	CHK	IS	OH	7018100-62440	830.46	
											$1,420.19
00165594	08/07/2025	V004754	Concentra Medical Centers	87542348	MW	CHK	IS	OH	1102200-63640	126.00	
											$126.00
00165595	08/07/2025	V004379	CoreLogic Solutions LLC	30792592	MW	CHK	IS	OH	7268340-63880	150.00	
											$150.00
00165596	08/07/2025	V002867	CR&R Incorporated	000003522	MW	CHK	IS	OH	1106145-60560	2,744.00	
									1800050-60560	12,664.61	
									4316120-60560	5,699.07	

											$21,107.68
00165597	08/07/2025	V005294	Crisp Imaging	619866	MW	CHK	IS	OH	3077500-62720	688.61	
											$688.61
00165598	08/07/2025	V000350	Demco Inc	7666034	MW	CHK	IS	OH	3115900-64000	96.65	
											$96.65
00165599	08/07/2025	V000380	Eastern Municipal Water Dist	EMWD080425	MW	CHK	IS	OH	1104100-62170	97.00	
											$97.00
00165600	08/07/2025	V006015	Ewing Irrigation Products Inc	25489006	MW	CHK	IS	OH	1127500-70000	4,062.11	
											$4,062.11
00165601	08/07/2025	V000402	Excel Landscape Inc	111805	MW	CHK	IS	OH	2090050-62040	412.70	
				111806	MW	CHK	IS	OH	2090050-62040	386.08	
				111807	MW	CHK	IS	OH	2130050-62040	2,712.19	
				111808	MW	CHK	IS	OH	2180050-62040	203.80	
				111809	MW	CHK	IS	OH	2230050-62040	200.00	
				111811	MW	CHK	IS	OH	2230050-62040	334.39	
				111812	MW	CHK	IS	OH	1810050-62040	1,094.87	
				111814	MW	CHK	IS	OH	1880050-62040	356.60	
				111815	MW	CHK	IS	OH	1880050-62040	683.86	
				111929	MW	CHK	IS	OH	2190050-62040	3,134.26	
											$9,518.75
00165602	08/07/2025	V004399	Fast 5Xpress	00536	MW	CHK	IS	OH	1106160-62200	459.00	
											$459.00
00165603	08/07/2025	V005051	Fieldman Rolapp & Associates Inc	30734	MW	CHK	IS	OH	1101600-60480	773.00	
											$773.00
00165604	08/07/2025	V002821	Frontier California Inc	197-2049 07/25	MW	CHK	IS	OH	7268340-64480	1,085.76	
				304-0470 07/25	MW	CHK	IS	OH	7268340-64640	90.53	
				304-2849 07/25	MW	CHK	IS	OH	7268340-64640	76.38	
				304-9149 07/25	MW	CHK	IS	OH	7268340-64640	76.38	
				304-9549 07/25	MW	CHK	IS	OH	7268340-64640	72.03	
				600-9059 07/25	MW	CHK	IS	OH	7268340-64640	150.13	
				677-1670 07/25	MW	CHK	IS	OH	7268340-64640	90.53	
				698-6519 07/25	MW	CHK	IS	OH	7268340-64640	76.38	
				RTO-0069 07/25	MW	CHK	IS	OH	7268340-64640	57.34	
											$1,775.46
00165605	08/07/2025	V000443	Gardner Company Inc	107140	MW	CHK	IS	OH	1113580-62000	1,760.00	
				107196	MW	CHK	IS	OH	1106155-62000	4,366.66	
											$6,126.66
00165606	08/07/2025	V000837	Glenn A Rick Engineering & Development Co	0108795	MW	CHK	IS	OH	3077500-60480	1,033.00	
				0108796	MW	CHK	IS	OH	3027500-60480	4,640.00	
				0109650	MW	CHK	IS	OH	3027500-60480	1,440.00	
				0109779	MW	CHK	IS	OH	3077500-60480	240.00	
				19728(22)	MW	CHK	IS	OH	1117500-60480	2,048.00	
				19728A(5)	MW	CHK	IS	OH	1117500-60480	2,368.80	
											$11,769.80
00165607	08/07/2025	V004829	Golden Office Trailers	INV-00465207	MW	CHK	IS	OH	1715144-63240	2,089.46	
											$2,089.46
00165608	08/07/2025	V004973	Gryphon Fitness Studio LLC	A-62025	MW	CHK	IS	OH	1715144-63240	2,240.00	
				F-62025	MW	CHK	IS	OH	1715144-63240	1,267.00	
				M-62025	MW	CHK	IS	OH	1715144-63240	1,480.50	
											$4,987.50
00165609	08/07/2025	V005880	Hazzard Backflow Inc	43677	MW	CHK	IS	OH	1715120-61960	540.00	
											$540.00
00165610	08/07/2025	V004827	Heyday Records & Events	1346	MW	CHK	IS	OH	1105000-63360	2,750.00	
				1347	MW	CHK	IS	OH	1105000-63360	1,100.00	
				1401	MW	CHK	IS	OH	1105000-63360	1,400.00	
				1402	MW	CHK	IS	OH	1105000-63360	1,400.00	
											$6,650.00
00165611	08/07/2025	V003934	Howroyd Wright Employment Agency Inc	01-7129780	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	1,322.35	

									1104600-60480	1,067.99	
				01-7133713	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	1,380.57	
									1104600-60480	1,067.99	
				01-7137965	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	790.08	
									1104600-60480	790.02	
											$7,057.40
00165612	08/07/2025	V006009	HRchitect Inc.	2025-1058	MW	CHK	IS	OH	7268340-62160	8,750.00	
											$8,750.00
00165613	08/07/2025	V005813	Imperial Bag & Paper Co LLC	37298633	MW	CHK	IS	OH	1715120-64040	2,075.45	
				37600560	MW	CHK	IS	OH	1715120-64040	1,533.18	
				37922650	MW	CHK	IS	OH	1715120-64040	1,554.42	
				38174083	MW	CHK	IS	OH	1715120-64040	2,108.08	
											$7,271.13
00165614	08/07/2025	V005436	Inland Fleet Solutions Inc	953001	MW	CHK	IS	OH	1513540-62200	2,206.22	
											$2,206.22
00165615	08/07/2025	V000525	Inland Library System	216	MW	CHK	IS	OH	3115900-63880	1,201.00	
											$1,201.00
00165616	08/07/2025	T03767	LLC iPermit	RFND3932	MW	CHK	IS	OH	1104600-43301	105.97	
											$105.97
00165617	08/07/2025	V005316	JL Group LLC	24105JJ.3	MW	CHK	IS	OH	7018100-61880	6,866.71	
											$6,866.71
00165618	08/07/2025	V003880	Johnson Equipment Co	9408	MW	CHK	IS	OH	1513540-62200	260.88	
											$260.88
00165619	08/07/2025	T03210	Kaiser Foundation Health Plan Inc	RFND1943	MW	CHK	IS	OH	8010000-23000	14,000.00	
											$14,000.00
00165620	08/07/2025	T03964	KDC Construction	RFND1923	MW	CHK	IS	OH	8010000-23310	10,000.00	
											$10,000.00
00165621	08/07/2025	V005804	Laura Caldwell	72525	MW	CHK	IS	OH	3115900-60480	350.00	
											$350.00
00165622	08/07/2025	V000606	Lloyd Pest Control	8839970	MW	CHK	IS	OH	1715162-62000	80.00	
											$80.00
00165623	08/07/2025	V000608	Logo Joes LLC	43674	MW	CHK	RV	OH	1106145-63800	253.76	
											$253.76
00165624	08/07/2025	V005499	Inc Lyngsoe Systems	007820	MW	CHK	IS	OH	7268340-60480	15,056.02	
											$15,056.02
00165625	08/07/2025	V004682	Michael Baker International Inc	1254822	MW	CHK	IS	OH	1287500-60360	9,915.00	
											$9,915.00
00165626	08/07/2025	V004746	NV5 Inc	460338	MW	CHK	IS	OH	1117500-60480	2,280.00	
											$2,280.00
00165627	08/07/2025	V004471	Omega Print	45616	MW	CHK	IS	OH	1715144-62720	76.13	
											$76.13
00165628	08/07/2025	V005291	Priority Building Services LLC	96979	MW	CHK	IS	OH	1715162-62000	1,603.42	
									2130050-62000	536.75	
									2160050-62000	536.75	
											$2,676.92
00165629	08/07/2025	V002755	Prudential Overall Supply	132320881	MW	CHK	IS	OH	1715120-63800	56.61	
				132322050	MW	CHK	IS	OH	1715120-63800	56.61	
				132328043	MW	CHK	IS	OH	1106145-63800	77.92	
											$191.14
00165630	08/07/2025	V004702	PV Capital Ventures LLC	SOL-10761-133	MW	CHK	IS	OH	1103120-64520	4,542.68	
				SOL-10832-133	MW	CHK	IS	OH	1106155-64520	9,999.36	
											$14,542.04
00165633	08/07/2025	V000817	Rancho California Water District	3028810 07/25	MW	CHK	IS	OH	2120050-64660	320.69	
				3029988 07/25	MW	CHK	IS	OH	2120050-64660	121.71	
				3050743 07/25	MW	CHK	IS	OH	1715162-64660	251.38	
				3051051 07/25	MW	CHK	IS	OH	1880050-64660	3,005.00	
				3051253 07/25	MW	CHK	IS	OH	1860050-64660	637.42	

3051255 07/25	MW	CHK	IS	OH	1860050-64660	418.54
3051257 07/25	MW	CHK	IS	OH	1860050-64660	227.90
3051915 07/25	MW	CHK	IS	OH	2030050-64660	249.06
3052098 07/25	MW	CHK	IS	OH	1715162-64660	762.69
3052099 07/25	MW	CHK	IS	OH	1715162-64660	703.24
3052100 07/25	MW	CHK	IS	OH	1830050-64660	176.94
3052101 07/25	MW	CHK	IS	OH	1830050-64660	1,414.66
3052102 07/25	MW	CHK	IS	OH	1715162-64660	481.62
3052468 07/25	MW	CHK	IS	OH	2180050-64660	318.49
3052616 07/25	MW	CHK	IS	OH	2180050-64660	54.77
3052617 07/25	MW	CHK	IS	OH	2180050-64660	1,481.54
3052630 07/25	MW	CHK	IS	OH	1715162-64660	276.99
3052826 07/25	MW	CHK	IS	OH	1830050-64660	405.12
3052913 07/25	MW	CHK	IS	OH	2000050-64660	1,411.59
3052914 07/25	MW	CHK	IS	OH	2000050-64660	1,580.59
3053123 07/25	MW	CHK	IS	OH	2000050-64660	798.44
3053190 07/25	MW	CHK	IS	OH	2000050-64660	117.52
3053191 07/25	MW	CHK	IS	OH	1715162-64660	412.93
3053303 07/25	MW	CHK	IS	OH	2000050-64660	671.89
3053453 07/25	MW	CHK	IS	OH	2000050-64660	722.17
3053454 07/25	MW	CHK	IS	OH	2000050-64660	846.09
3053858 07/25	MW	CHK	IS	OH	1715162-64660	935.87
3053859 07/25	MW	CHK	IS	OH	2000050-64660	604.02
3053860 07/25	MW	CHK	IS	OH	1715162-64660	652.25
3053861 07/25	MW	CHK	IS	OH	2000050-64660	1,054.14
3054001 07/25	MW	CHK	IS	OH	2000050-64660	1,114.94
3054002 07/25	MW	CHK	IS	OH	2000050-64660	300.44
3054127 07/25	MW	CHK	IS	OH	2000050-64660	1,111.06
3054385 07/25	MW	CHK	IS	OH	2000050-64660	93.21
3054398 07/25	MW	CHK	IS	OH	2000050-64660	578.73
3054472 07/25	MW	CHK	IS	OH	2000050-64660	711.40
3054473 07/25	MW	CHK	IS	OH	2000050-64660	64.77
3054475 07/25	MW	CHK	IS	OH	2140050-64660	91.81
3054525 07/25	MW	CHK	IS	OH	1880050-64660	210.21
3054526 07/25	MW	CHK	IS	OH	1880050-64660	905.96
3054527 07/25	MW	CHK	IS	OH	1880050-64660	1,049.57
3054528 07/25	MW	CHK	IS	OH	2000050-64660	889.55
3054529 07/25	MW	CHK	IS	OH	1880050-64660	551.52
3054530 07/25	MW	CHK	IS	OH	1880050-64660	858.66
3054531 07/25	MW	CHK	IS	OH	1880050-64660	947.03
3055105 07/25	MW	CHK	IS	OH	1880050-64660	1,530.37
3055106 07/25	MW	CHK	IS	OH	1880050-64660	272.86
3055136 07/25	MW	CHK	IS	OH	1715162-64660	158.30
3055164 07/25	MW	CHK	IS	OH	1715162-64660	123.95
3055177 07/25	MW	CHK	IS	OH	1715162-64660	158.30
3055178 07/25	MW	CHK	IS	OH	1715162-64660	40.90
3055696 07/25	MW	CHK	IS	OH	1715162-64660	307.11
3056096 07/25	MW	CHK	IS	OH	1715162-64660	418.59
3056101 07/25	MW	CHK	IS	OH	1715162-64660	991.29
3056244 07/25	MW	CHK	IS	OH	1715162-64660	3,584.23
3056245 07/25	MW	CHK	IS	OH	1715162-64660	1,268.10
3056247 07/25	MW	CHK	IS	OH	1715162-64660	174.41
3056248 07/25	MW	CHK	IS	OH	1715162-64660	4,307.45
3056249 07/25	MW	CHK	IS	OH	1715162-64660	2,478.45
3056257 07/25	MW	CHK	IS	OH	1715162-64660	123.95
3056260 07/25	MW	CHK	IS	OH	1715162-64660	437.30
3056261 07/25	MW	CHK	IS	OH	1715162-64660	668.92
3056501 07/25	MW	CHK	IS	OH	1715162-64660	1,255.10
3056811 07/25	MW	CHK	IS	OH	1715162-64660	64.77

				3057635 07/25	MW	CHK	IS	OH	1715162-64660	64.77	
				3057647 07/25	MW	CHK	IS	OH	1715162-64660	427.54	
				3057650 07/25	MW	CHK	IS	OH	1715162-64660	1,105.74	
				3057651 07/25	MW	CHK	IS	OH	1715162-64660	846.42	
				3057652 07/25	MW	CHK	IS	OH	1715162-64660	371.31	
				3063320 07/25	MW	CHK	IS	OH	1715162-64660	190.82	
											$51,965.07
00165634	08/07/2025	V005919	ReNewell Fleet Service LLC	2362	MW	CHK	IS	OH	1513540-62800	2,093.18	
				3204	MW	CHK	IS	OH	1513540-62200	3,906.42	
											$5,999.60
00165635	08/07/2025	V000840	Rightway Portable Toilets	427905	MW	CHK	IS	OH	1715162-61910	398.18	
				427906	MW	CHK	IS	OH	1715162-61910	398.18	
				427907	MW	CHK	IS	OH	2120050-61910	565.09	
				427908	MW	CHK	IS	OH	1810050-61910	283.09	
				428430	MW	CHK	IS	OH	1715162-61910	5.97	
				428431	MW	CHK	IS	OH	1715162-61910	17.92	
				428432	MW	CHK	IS	OH	2120050-61910	16.95	
											$1,685.38
00165636	08/07/2025	V000858	Riverside Co Habitat Conservation Agency	JUN25KRAT	MW	CHK	IS	OH	1100000-20040	2,350.00	
											$2,350.00
00165637	08/07/2025	V003180	Riverside County Sheriff's	SH0000048696	MW	CHK	IS	OH	1103120-60480	109,177.00	
											$109,177.00
00165638	08/07/2025	V000857	Riverside County-Auditor Controller	APR25FEEFIN	MW	CHK	IS	OH	1103160-45501	1,522.50	
				JUN25FEEFIN	MW	CHK	IS	OH	1103160-45501	584.50	
				MAY25FEEFIN	MW	CHK	IS	OH	1103160-45501	1,026.50	
											$3,133.50
00165639	08/07/2025	V004346	RJM Design Group Inc	37212	MW	CHK	IS	OH	1117500-60480	2,664.97	
									1127500-60480	1,177.40	
				37213	MW	CHK	IS	OH	1327500-60480	3,521.33	
											$7,363.70
00165640	08/07/2025	V000878	RSG Inc	13466	MW	CHK	IS	OH	3220040-60480	343.75	
				13467	MW	CHK	IS	OH	6010040-60010	893.75	
											$1,237.50
00165641	08/07/2025	V004734	SC Fuels	IN-0000162841	MW	CHK	IS	OH	1513520-62220	2,675.30	
				IN-0000162842	MW	CHK	IS	OH	1513520-62220	1,668.55	
				IN-0000165846	MW	CHK	IS	OH	1513520-62220	2,543.39	
				IN-0000169187	MW	CHK	IS	OH	1513520-62220	1,520.27	
				IN-0000171872	MW	CHK	IS	OH	1513520-62220	1,855.09	
											$10,262.60
00165642	08/07/2025	V005424	SCG - Spicer Consulting Group LLC	1983	MW	CHK	IS	OH	1100000-24030	6,250.00	
				1984	MW	CHK	IS	OH	1100000-24030	6,250.00	
				1985	MW	CHK	IS	OH	1100000-24030	12,500.00	
				1986	MW	CHK	IS	OH	1100000-24030	5,000.00	
				1987	MW	CHK	IS	OH	1100000-24030	5,000.00	
											$35,000.00
00165643	08/07/2025	V004510	Sharp Rees Stealy Medical Group	103444	MW	CHK	IS	OH	1102200-63640	966.00	
											$966.00
00165644	08/07/2025	T04028	Sol Nova Electric LLC	RFND3933	MW	CHK	IS	OH	1104600-41169	151.44	
											$151.44
00165645	08/07/2025	V000947	Southern CA Edison	9405736 07/25	MW	CHK	IS	OH	1715162-64520	1,246.20	
											$1,246.20
00165646	08/07/2025	V000947	Southern CA Edison	590113	MW	CHK	IS	OH	3027500-70000	1,034.21	
											$1,034.21
00165647	08/07/2025	V000946	Southern CA Edison Company	0502891 07/25	MW	CHK	IS	OH	1810050-64520	154.92	
									1820050-64520	429.56	
									1830050-64520	46.20	
									1840050-64520	74.44	
									1850050-64520	2.71	
									1860050-64520	46.92	

									1880050-64520	144.36	
									2000050-64520	374.35	
									2020050-64520	63.61	
									2030050-64520	4.51	
									2040050-64520	45.83	
									2050050-64520	8.57	
									2060050-64520	14.08	
									2070050-64520	7.67	
									2080050-64520	149.32	
									2090050-64520	26.35	
									2100050-64520	97.35	
									2110050-64520	10.47	
									2120050-64520	327.79	
									2130050-64520	312.63	
									2140050-64520	16.06	
									2150050-64520	43.04	
									2160050-64520	303.34	
									2170050-64520	59.82	
									2180050-64520	77.50	
									2190050-64520	441.92	
									2200050-64520	209.95	
									2210050-64520	304.78	
									2230050-64520	107.37	
									2240050-64520	17.23	
									2250050-64520	677.41	
									2260050-64520	4.42	
									2270050-64520	52.06	
									2280050-64520	36.18	
									2290050-64520	2.25	
				0502992 07/25	MW	CHK	IS	OH	1715162-64520	10,826.19	
				1358641 07/25	MW	CHK	IS	OH	1715162-64520	18.17	
				2893221 07/25	MW	CHK	IS	OH	1106155-64520	2,836.23	
				6745375 07/25	MW	CHK	IS	OH	1715162-64520	35.55	
				8079776 07/25	MW	CHK	IS	OH	3060060-64560	444.39	
											$18,855.50
00165648	08/07/2025	V000211	State Controllers Office	FTB-00007949	MW	CHK	RV	OH	1100000-23350	220.46	
									1103120-60480	96.91	
									1104140-60480	180.13	
											$497.50
00165649	08/07/2025	V004678	Supply Solutions	094247	MW	CHK	IS	OH	3115900-64000	300.63	
				094726	MW	CHK	IS	OH	1715144-63920	754.70	
				094726-01	MW	CHK	IS	OH	1715144-63920	77.56	
				094907	MW	CHK	IS	OH	1715144-63920	559.59	
				095866	MW	CHK	IS	OH	3115900-64000	290.96	
											$1,983.44
00165650	08/07/2025	V006005	Susan L. Price	0002	MW	CHK	IS	OH	3580050-60480	2,310.20	
											$2,310.20
00165651	08/07/2025	V004715	The Press Enterprise	0011747055	MW	CHK	IS	OH	1104400-60040	428.30	
											$428.30
00165652	08/07/2025	V005242	Trilogy Medwaste West LLC	1747298	MW	CHK	IS	OH	1513520-60480	689.70	
											$689.70
00165653	08/07/2025	V004983	Tyler Technologies Inc	025-522164	MW	CHK	IS	OH	1114140-60480	200.00	
											$200.00
00165654	08/07/2025	V001040	U S Bank National Association	8693347712530	MW	CHK	IS	OH	1101600-62520	1,947.17	
				8693349042530	MW	CHK	IS	OH	1513520-62520	3,981.93	
				8693349122530	MW	CHK	IS	OH	1101600-62520	3,437.34	
											$9,366.44
00165655	08/07/2025	V001056	United Site Services of CA Inc	INV-5362339	MW	CHK	IS	OH	1715120-61910	462.81	
											$462.81

00165656	08/07/2025	V001057	United Towing Services Inc	68891	MW	CHK	IS	OH	1103120-60480	375.00	
				68920	MW	CHK	IS	OH	1103120-60480	300.00	
				68956	MW	CHK	IS	OH	1103120-60480	300.00	
				69080	MW	CHK	IS	OH	1103120-60480	450.00	
											$1,425.00
00165657	08/07/2025	V002822	Verizon Wireless	6117150297	MW	CHK	IS	OH	1104140-64640	667.15	
				6119668778	MW	CHK	IS	OH	1106145-64640	421.74	
									1106155-64640	191.70	
											$1,280.59
00165658	08/07/2025	V001109	West Coast Arborists Inc	229262	MW	CHK	IS	OH	1820050-62040	5,329.55	
				229821	MW	CHK	IS	OH	1800050-62040	5,656.75	
				229822	MW	CHK	IS	OH	1800050-62040	5,517.60	
				230520	MW	CHK	IS	OH	2260050-62040	497.35	
				230525	MW	CHK	IS	OH	2230050-62040	1,178.20	
				230994	MW	CHK	IS	OH	2200050-62040	2,464.65	
				231191	MW	CHK	IS	OH	2150050-62040	10,290.35	
				231192	MW	CHK	IS	OH	2190050-62040	10,235.30	
				231194	MW	CHK	IS	OH	2120050-62040	1,230.75	
											$42,400.50
00165659	08/07/2025	V001128	Willdan Financial Services	010-62533	MW	CHK	IS	OH	8110010-61040	978.25	
											$978.25
00165660	08/07/2025	V005275	Yunex LLC	5610005807	MW	CHK	IS	OH	1106550-60240	2,905.00	
				90004933	MW	CHK	IS	OH	1106550-60240	517.76	
				90004934	MW	CHK	IS	OH	1106550-60240	378.30	
				90004935	MW	CHK	IS	OH	1106550-60240	4,926.47	
				90004936	MW	CHK	IS	OH	1106550-60240	4,926.47	
											$13,654.00
00165661	08/13/2025	V005319	Benefit Coordinators Corporation BCC	2237/P1525	MW	CHK	IS	OH	1100000-21510	1,209.79	
									1102600-53000	0.08	
									1110000-21510	289.33	
									1190000-21510	4.33	
									1510000-21510	340.70	
									1710000-21510	148.80	
									3060000-21510	41.57	
									3110000-21510	32.90	
									3550000-21510	1.40	
									7010000-21510	5.50	
				2238/P1525	MW	CHK	IS	OH	1100000-21510	277.61	
									1110000-21510	62.63	
									1190000-21510	0.69	
									1510000-21510	226.82	
									1710000-21510	118.80	
									3060000-21510	8.80	
									3110000-21510	19.00	
									3550000-21510	0.64	
									7010000-21510	4.24	
				2239/P1525	MW	CHK	IS	OH	1100000-21510	35.77	
									1110000-21510	3.03	
									1190000-21510	0.17	
									1510000-21510	10.88	
									3110000-21510	4.80	
									3550000-21510	0.07	
									7010000-21510	1.60	
				2245/P1525	MW	CHK	IS	OH	1100000-21510	164.34	
									1102600-53000	0.27	
									1110000-21510	66.55	
									1190000-21510	0.44	
									1510000-21510	54.56	
									1710000-21510	9.44	

									3060000-21510	6.47	
									3110000-21510	2.44	
									7010000-21510	1.74	
				2246/P1525	MW	CHK	IS	OH	1100000-21510	43.23	
									1102600-53000	0.13	
									1110000-21510	7.16	
									1510000-21510	32.34	
									1710000-21510	3.48	
									3060000-21510	2.80	
									3110000-21510	0.88	
									3550000-21510	0.28	
									7010000-21510	0.88	
				2247/P1525	MW	CHK	IS	OH	1100000-21510	5.46	
									1102600-53000	0.19	
									1110000-21510	0.34	
									1510000-21510	1.72	
									3110000-21510	0.68	
									3550000-21510	0.02	
									7010000-21510	0.34	
											$3,256.13
00165662	08/13/2025	V005319	Benefit Coordinators Corporation BCC	1030/2501140	MW	CHK	IS	OH	1100000-21520	2,344.32	
									1110000-21520	671.39	
									1510000-21520	1,318.58	
									1710000-21520	238.85	
									3060000-21520	129.32	
									3110000-21520	132.94	
									3580000-21520	7.90	
									4110000-21520	14.46	
									7010000-21520	41.26	
									7260000-21520	159.02	
				1134/2501140	MW	CHK	IS	OH	1100000-21520	3,488.22	
									1102600-53000	0.91	
									1110000-21520	728.36	
									1510000-21520	473.49	
									1710000-21520	413.80	
									3060000-21520	247.06	
									3110000-21520	263.80	
									3580000-21520	21.70	
									4110000-21520	19.22	
									7010000-21520	76.08	
									7260000-21520	288.71	
				1140/2501140	MW	CHK	IS	OH	1100000-21520	1,793.65	
									1102600-53000	1.18	
									1110000-21520	374.52	
									1510000-21520	243.49	
									1710000-21520	212.76	
									3060000-21520	127.04	
									3110000-21520	135.63	
									3580000-21520	11.16	
									4110000-21520	9.88	
									7010000-21520	39.13	
									7260000-21520	148.46	
				1150/2501140	MW	CHK	IS	OH	1100000-21520	519.33	
									1102600-53000	(0.01)	
									1110000-21520	148.73	
									1510000-21520	292.09	
									1710000-21520	52.91	
									3060000-21520	28.63	
									3110000-21520	29.45	

									3580000-21520	1.75	
									4110000-21520	3.20	
									7010000-21520	9.14	
									7260000-21520	35.23	
											$15,296.74
00165663	08/15/2025	V000020	A T & T	000023861422	MW	CHK	IS	OH	7268340-64640	165.80	
				000023861423	MW	CHK	IS	OH	7268340-64640	204.68	
				000023861424	MW	CHK	IS	OH	7268340-64640	165.80	
				000023863201	MW	CHK	IS	OH	7268340-64640	415.44	
											$951.72
00165664	08/15/2025	V005287	Accenture LLP	33560	MW	CHK	IS	OH	1106120-60640	30,480.00	
				33562	MW	CHK	IS	OH	1106120-60640	15,200.00	
				33563	MW	CHK	IS	OH	4316120-60640	10,400.00	
											$56,080.00
00165665	08/15/2025	V000042	Adlerhorst International LLC	123574	MW	CHK	IS	OH	1103180-64360	1,050.00	
											$1,050.00
00165666	08/15/2025	V002747	Advantage Vending Services	033262	MW	CHK	IS	OH	1101600-62440	801.00	
				033266	MW	CHK	IS	OH	1101600-62440	465.00	
											$1,266.00
00165667	08/15/2025	V000051	Affordable Automotive Repair Inc	97463	MW	CHK	IS	OH	1103120-62200	188.60	
				97804	MW	CHK	IS	OH	1103120-62200	123.77	
				97849	MW	CHK	IS	OH	1103120-62200	1,033.83	
				97915	MW	CHK	IS	OH	1103120-62200	13.00	
				97919	MW	CHK	IS	OH	1103120-62200	447.70	
				97943	MW	CHK	IS	OH	1103120-62200	68.84	
				97951	MW	CHK	IS	OH	1103120-62200	667.25	
				97957	MW	CHK	IS	OH	1103120-62200	1,019.33	
				97958	MW	CHK	IS	OH	1103120-62200	202.64	
				97959	MW	CHK	IS	OH	1103120-62200	70.02	
				97967	MW	CHK	IS	OH	1103120-62200	736.20	
				97979	MW	CHK	IS	OH	1103120-62200	75.89	
				97991	MW	CHK	IS	OH	1103120-62200	71.72	
				98019	MW	CHK	IS	OH	1103120-62200	122.63	
				98020	MW	CHK	IS	OH	1103120-62200	202.64	
				98034	MW	CHK	IS	OH	1103120-62200	1,448.62	
				98039	MW	CHK	IS	OH	1103120-62200	205.55	
				98040	MW	CHK	IS	OH	1103120-62200	119.75	
				98046	MW	CHK	IS	OH	1103120-62200	91.18	
				98111	MW	CHK	IS	OH	1103120-62200	172.93	
				98115	MW	CHK	IS	OH	1103120-62200	1,350.68	
				98171	MW	CHK	IS	OH	1103120-62200	210.31	
				98180	MW	CHK	IS	OH	1103120-62200	71.72	
				98188	MW	CHK	IS	OH	1103120-62200	938.43	
				98192	MW	CHK	IS	OH	1103120-62200	401.04	
				98199	MW	CHK	IS	OH	1103120-62200	166.95	
				98205	MW	CHK	IS	OH	1103120-62200	81.76	
											$10,302.98
00165668	08/15/2025	V005378	Aleshire & Wynder LLP	96828	MW	CHK	IS	OH	1101200-60440	35,132.40	
											$35,132.40
00165669	08/15/2025	V003799	Alliant Insurance Services	3194235	MW	CHK	IS	OH	1193120-62440	395.00	
											$395.00
00165670	08/15/2025	V000075	Allied Traffic & Eqt Rentals	96996	MW	CHK	IS	OH	3060060-64040	424.13	
				96998	MW	CHK	IS	OH	3060060-64040	97.88	
											$522.01
00165671	08/15/2025	V000076	AllStar Fire Equipment Inc	266197	MW	CHK	IS	OH	1513580-64200	4,968.14	
											$4,968.14
00165672	08/15/2025	V005992	Altor Consulting LLC	CIS-62025	MW	CHK	IS	OH	1715144-63240	805.00	
											$805.00
00165673	08/15/2025	V005491	Amazon Capital Services	1GWR-N9GG-FJN3	MW	CHK	IS	OH	3570050-62920	2,494.03	

				1QNV-WFDD-DYC6	MW	CHK	IS	OH	3570050-62920	372.44	
											$2,866.47
00165674	08/15/2025	V000087	American Forensic Nurse Inc	79662	MW	CHK	IS	OH	1103120-60480	663.00	
				79669	MW	CHK	IS	OH	1103120-60480	1,737.00	
											$2,400.00
00165675	08/15/2025	V000093	American Towers LLC	4986492	MW	CHK	IS	OH	1513520-60480	1,367.05	
											$1,367.05
00165676	08/15/2025	V000102	Animal Friends of The Valleys Inc	JULY 2025	MW	CHK	IS	OH	1101800-63480	10,000.00	
											$10,000.00
00165677	08/15/2025	T04033	Assurance Development	RFND3950	MW	CHK	IS	OH	1104400-43301	226.33	
									1104600-43301	248.23	
									1513520-43573	170.01	
											$644.57
00165678	08/15/2025	V004795	AT&T	578065	MW	CHK	IS	OH	1103180-63400	200.00	
											$200.00
00165679	08/15/2025	V004305	Badge Frame Inc	471873	MW	CHK	IS	OH	1100000-20110	(12.69)	
									1103120-62440	157.69	
											$145.00
00165680	08/15/2025	V003953	Bank of America N.A.	BOFA 07/2025	MW	CHK	IS	OH	1101600-62520	229,967.79	
											$229,967.79
00165681	08/15/2025	V000112	Blue Triton Brands Inc	05G8710352780	MW	CHK	IS	OH	1106145-62440	339.13	
											$339.13
00165682	08/15/2025	V004748	Bound Tree Medical	85877177	MW	CHK	IS	OH	1513520-64175	261.40	
											$261.40
00165683	08/15/2025	V003769	BPS Tactical	25031422	MW	CHK	IS	OH	1103180-60880	759.64	
											$759.64
00165684	08/15/2025	V005104	Bucknam Infrastructure Group	365-02.03	MW	CHK	IS	OH	3067500-60360	11,385.75	
											$11,385.75
00165685	08/15/2025	V000176	Busy Bee Electrical Enterprise	27495-A	MW	CHK	IS	OH	1715162-62000	753.81	
				27495-B	MW	CHK	IS	OH	2160050-62000	422.41	
				27523	MW	CHK	IS	OH	1715162-62000	451.21	
				27524	MW	CHK	IS	OH	2120050-62000	1,135.47	
				27526	MW	CHK	IS	OH	1100000-20060	(36.50)	
									1117500-70000	730.00	
											$3,456.40
00165686	08/15/2025	V005939	Busy Bees Locks & Keys Inc	91172680	MW	CHK	IS	OH	1715162-61960	30.53	
											$30.53
00165687	08/15/2025	V000189	CA Dept of Conservation	JAN-MAR2025SMIP	MW	CHK	IS	OH	1100000-20080	13,787.37	
									1104600-47853	(689.37)	
				OCT-DEC2024SMIP	MW	CHK	IS	OH	1100000-20080	959.14	
									1104600-47853	(47.96)	
											$14,009.18
00165688	08/15/2025	V005062	CADD Microsystems Inc	SO30044075	MW	CHK	IS	OH	7268340-62160	11,730.00	
											$11,730.00
00165689	08/15/2025	V000204	California Peace Officers Association	460880	MW	CHK	IS	OH	1103120-63880	1,785.00	
											$1,785.00
00165690	08/15/2025	V000197	Caltrans	SL251310	MW	CHK	IS	OH	3060060-64560	11,702.12	
											$11,702.12
00165691	08/15/2025	V005537	Can Do Productions INC	72025	MW	CHK	IS	OH	1715144-63360	350.00	
											$350.00
00165692	08/15/2025	V000233	Janet C Carbajal	TB62025	MW	CHK	IS	OH	1715144-63240	980.00	
											$980.00
00165693	08/15/2025	V004772	Cintas First Aid	5284403603	MW	CHK	IS	OH	7018100-62440	409.87	
				5284403604	MW	CHK	IS	OH	7018100-62440	313.40	
				5284403605	MW	CHK	IS	OH	7018100-62440	911.14	
				5284403606	MW	CHK	IS	OH	7018100-62440	8.19	
				5285328607	MW	CHK	IS	OH	7018100-62440	35.06	
											$1,677.66
00165694	08/15/2025	V005770	Comcast Financial Agency	246912211	MW	CHK	IS	OH	1103180-64480	739.67	

											$739.67
00165695	08/15/2025	V005492	Complete Office of California Inc	4253143-0	MW	CHK	IS	OH	7268340-64080	554.08	
											$554.08
00165696	08/15/2025	V000280	Computer Alert Systems Inc	123462	MW	CHK	IS	OH	1513520-62000	90.00	
											$90.00
00165697	08/15/2025	V004754	Concentra Medical Centers	87625811	MW	CHK	IS	OH	1102200-63640	132.00	
											$132.00
00165698	08/15/2025	V003621	Cosco Fire Protection	1000732103	MW	CHK	IS	OH	1106155-62000	1,638.00	
											$1,638.00
00165699	08/15/2025	V000291	Celine Cossou	ICCFK62025	MW	CHK	IS	OH	1715144-63240	1,288.00	
				MLBC162025	MW	CHK	IS	OH	1715144-63240	1,166.20	
				MLBC262025	MW	CHK	IS	OH	1715144-63240	1,288.00	
											$3,742.20
00165700	08/15/2025	V003095	County of Riverside	IN1044199	MW	CHK	IS	OH	1800050-60480	52,372.05	
											$52,372.05
00165701	08/15/2025	V003095	County of Riverside	IN1044201	MW	CHK	IS	OH	1800050-60480	13,163.88	
				IN1057153	MW	CHK	IS	OH	1800050-60480	1,542.25	
				IN1057212	MW	CHK	IS	OH	1800050-60480	13,668.22	
											$28,374.35
00165702	08/15/2025	V003095	County of Riverside	PE0000002828	MW	CHK	IS	OH	1103120-60480	45,051.16	
											$45,051.16
00165703	08/15/2025	V000866	County of Riverside TLMA	TL0000017828	MW	CHK	IS	OH	1106120-60240	142.25	
											$142.25
00165704	08/15/2025	V004728	Crime Scene Steri-Clean LLC	877	MW	CHK	IS	OH	1103120-60480	650.00	
											$650.00
00165705	08/15/2025	V000337	Data Ticket Inc	181108	MW	CHK	IS	OH	1101800-60480	15.00	
											$15.00
00165706	08/15/2025	V000324	DCH Chrysler, Jeep, Dodge of Temecula	485013	MW	CHK	IS	OH	1103120-62200	220.00	
											$220.00
00165707	08/15/2025	V000349	Dell Marketing Lp	10828616563	MW	CHK	IS	OH	7268340-60760	3,212.56	
				10829391911	MW	CHK	IS	OH	1117500-70000	8,440.42	
				10829945209	MW	CHK	IS	OH	7268340-60760	2,862.74	
											$14,515.72
00165708	08/15/2025	V000355	Dewey Pest Control	16953037	MW	CHK	IS	OH	1513580-62000	55.00	
				16980945	MW	CHK	IS	OH	1513580-62000	154.00	
				16988711	MW	CHK	IS	OH	1513580-62000	157.00	
				17480122	MW	CHK	IS	OH	1513580-62000	60.00	
				17507573	MW	CHK	IS	OH	1513580-62000	164.00	
				17514925	MW	CHK	IS	OH	1513580-62000	165.00	
				17514926	MW	CHK	IS	OH	1513580-62000	104.00	
				17535874	MW	CHK	IS	OH	1513580-62000	60.00	
				17564561	MW	CHK	IS	OH	1513580-62000	164.00	
				17571651	MW	CHK	IS	OH	1513580-62000	165.00	
				17571653	MW	CHK	IS	OH	1513580-62000	104.00	
											$1,352.00
00165709	08/15/2025	V004802	Enterprise Fleet Management Inc	FBN5393691	MW	CHK	IS	OH	1106160-62200	1,465.20	
									1115120-61280	5,698.99	
									1115120-61560	306.67	
									1116160-61280	8,559.09	
									1116160-61560	869.26	
									1513520-61280	4,997.31	
									1513520-61560	1,032.28	
									1715120-62200	1,029.31	
											$23,958.11
00165710	08/15/2025	V000401	Ewles Materials	518611	MW	CHK	IS	OH	3060060-64040	110.00	
											$110.00
00165711	08/15/2025	V000402	Excel Landscape Inc	110928	MW	CHK	IS	OH	1800050-62040	3,704.51	
				110929	MW	CHK	IS	OH	2210050-62040	4,031.76	
				111059	MW	CHK	IS	OH	2190050-62040	1,562.50	

				111290	MW	CHK	IS	OH	2160050-62040	444.41	
				111293	MW	CHK	IS	OH	2210050-62040	1,177.13	
				111507	MW	CHK	IS	OH	2040050-62040	3,596.23	
				111526	MW	CHK	IS	OH	1715162-62040	64,650.30	
									1800050-62040	47,372.14	
									1810050-62040	4,381.70	
									1820050-62040	10,254.86	
									1830050-62040	857.33	
									1840050-62040	1,219.05	
									1850050-62040	65.25	
									1860050-62040	1,339.24	
									1880050-62040	3,945.58	
									2000050-62040	13,735.71	
									2020050-62040	1,444.53	
									2030050-62040	171.70	
									2040050-62040	1,206.46	
									2050050-62040	283.88	
									2060050-62040	129.35	
									2070050-62040	105.31	
									2080050-62040	3,238.19	
									2090050-62040	502.50	
									2100050-62040	3,201.57	
									2110050-62040	275.85	
									2120050-62040	7,678.27	
									2130050-62040	5,323.73	
									2140050-62040	410.92	
									2150050-62040	865.35	
									2160050-62040	9,542.88	
									2170050-62040	1,390.75	
									2180050-62040	1,900.11	
									2190050-62040	12,610.53	
									2200050-62040	5,186.38	
									2210050-62040	7,460.78	
									2230050-62040	2,699.06	
									2240050-62040	195.74	
									2250050-62040	12,186.58	
									2260050-62040	51.51	
									2270050-62040	1,686.00	
									2280050-62040	1,162.96	
									2290050-62040	70.53	
				111728	MW	CHK	IS	OH	2040050-62040	415.33	
				111810	MW	CHK	IS	OH	2230050-62040	200.00	
				111813	MW	CHK	IS	OH	1820050-62040	304.39	
				111936	MW	CHK	IS	OH	1715162-62040	420.00	
											$244,658.84
00165712	08/15/2025	V004399	Fast 5Xpress	00460	MW	CHK	IS	OH	1103120-62200	1,526.00	
				00534	MW	CHK	IS	OH	1103120-62200	1,589.00	
				00535	MW	CHK	IS	OH	1513540-62200	151.00	
											$3,266.00
00165713	08/15/2025	V000409	Federal Express Corporation	8-927-39210	MW	CHK	IS	OH	1103120-62680	73.27	
				8-934-68911	MW	CHK	IS	OH	1103120-62680	35.25	
									1104400-62680	63.65	
											$172.17
00165714	08/15/2025	V005829	Foothill Cardiology Medical Group Inc	FCARC06232025BDA	MW	CHK	IS	OH	1513580-60480	560.00	
											$560.00
00165715	08/15/2025	V002821	Frontier California Inc	197-0886 08/25	MW	CHK	IS	OH	1103130-64480	1,011.00	
				197-1049 8/25	MW	CHK	IS	OH	7268340-64480	1,090.00	
				197-3542 07/25	MW	CHK	IS	OH	7268340-64640	465.67	
				304-9560 8/25	MW	CHK	IS	OH	7268340-64640	297.63	

				677-5511 8/25	MW	CHK	IS	OH	7268340-64640	294.11	
				677-7289 07/25	MW	CHK	IS	OH	7268340-64640	314.86	
				696-3601 8/25	MW	CHK	IS	OH	7268340-64640	319.22	
				698-1451 8/25	MW	CHK	IS	OH	7268340-64640	148.37	
				894-6225 8/25	MW	CHK	IS	OH	7268340-64480	130.49	
				9266050506 8/25	MW	CHK	IS	OH	7268340-64480	142.13	
											$4,213.48
00165716	08/15/2025	V003319	G/M Business Interiors	0304385-IN	MW	CHK	IS	OH	1110000-20060	(4,850.72)	
									1117500-70000	97,014.37	
											$92,163.65
00165717	08/15/2025	V003823	Shigeko Gallagher	DG0625	MW	CHK	IS	OH	1715144-63240	1,176.00	
											$1,176.00
00165718	08/15/2025	V000443	Gardner Company Inc	106773	MW	CHK	IS	OH	1103120-62000	400.00	
				106774	MW	CHK	IS	OH	1103120-62000	550.00	
				107139	MW	CHK	IS	OH	1103120-62000	1,260.00	
				107165	MW	CHK	IS	OH	1103120-62000	1,225.28	
				107168	MW	CHK	IS	OH	1106155-62000	1,398.93	
				107212	MW	CHK	IS	OH	1103120-62000	1,445.00	
				107213	MW	CHK	IS	OH	1103120-62000	1,445.00	
				16667	MW	CHK	IS	OH	1103120-62000	4,450.00	
											$12,174.21
00165719	08/15/2025	V000446	GeoSoils Inc	80986	MW	CHK	IS	OH	1337500-71150	612.00	
				80987	MW	CHK	IS	OH	1337500-71150	672.00	
				80988	MW	CHK	IS	OH	1337500-71150	2,201.00	
				80989	MW	CHK	IS	OH	1337500-71150	448.00	
											$3,933.00
00165720	08/15/2025	V000837	Glenn A Rick Engineering & Development Co	0109656	MW	CHK	IS	OH	1106120-60360	11,482.00	
				18099(39)	MW	CHK	IS	OH	5137500-60480	11,080.04	
											$22,562.04
00165721	08/15/2025	V004273	Gosch Ford Temecula	X28950	MW	CHK	IS	OH	7158200-71060	47,398.69	
											$47,398.69
00165722	08/15/2025	V006022	Guardian Alliance Technologies Inc.	30071	MW	CHK	IS	OH	1103120-63880	1,110.00	
											$1,110.00
00165723	08/15/2025	V003962	Aaron Harwick	080625AH	MW	CHK	IS	OH	1103180-64320	326.25	
											$326.25
00165724	08/15/2025	V005989	Hi-Top Roof Inc	INV001145	MW	CHK	IS	OH	1120000-20060	(7,750.00)	
									1127500-70000	155,000.00	
											$147,250.00
00165725	08/15/2025	V002923	Hinderliter de Llamas & Associates	SIN051944	MW	CHK	IS	OH	1102600-61200	112.56	
				SIN052924	MW	CHK	IS	OH	1102600-60200	795.00	
											$907.56
00165726	08/15/2025	V005632	Hive Class INC	1207	MW	CHK	IS	OH	3115900-62920	1,000.00	
											$1,000.00
00165727	08/15/2025	V006009	HRchitect Inc.	2025-1440	MW	CHK	IS	OH	7268340-62160	240.00	
											$240.00
00165728	08/15/2025	V005436	Inland Fleet Solutions Inc	9585	MW	CHK	IS	OH	1513540-62200	755.00	
				9599	MW	CHK	IS	OH	1513540-62200	13,167.13	
				9614	MW	CHK	IS	OH	1513540-62200	1,394.18	
				9645	MW	CHK	IS	OH	1513540-62200	346.50	
											$15,662.81
00165729	08/15/2025	V003868	Interwest Consulting Group Inc	1860358	MW	CHK	IS	OH	1104600-60480	2,137.50	
											$2,137.50
00165730	08/15/2025	V004086	Jamar Technologies Inc	0067529	MW	CHK	IS	OH	1106550-64040	670.20	
											$670.20
00165731	08/15/2025	V005703	Justin Bishop	3144	MW	CHK	IS	OH	1103120-62000	285.00	
											$285.00
00165732	08/15/2025	V005984	Kevin McGrew	1001	MW	CHK	IS	OH	3115900-60480	75.00	
											$75.00
00165733	08/15/2025	V005782	Lashawn Butler	0000050	MW	CHK	IS	OH	3115900-64000	250.00	

											$250.00
00165734	08/15/2025	V000600	Laurie Levine	0725-4270	MW	CHK	IS	OH	1337500-71150	2,900.00	
											$2,900.00
00165735	08/15/2025	V005937	Levon Monte	LMFY26BOOTS	MW	CHK	IS	OH	1800050-60880	290.16	
											$290.16
00165736	08/15/2025	V003847	LexisNexis Risk Solutions	1100174233	MW	CHK	IS	OH	1103180-63880	429.25	
											$429.25
00165737	08/15/2025	V006003	Lion First Responder PPE Inc.	302256986	MW	CHK	IS	OH	1513580-64360	1,544.41	
											$1,544.41
00165738	08/15/2025	V000606	Lloyd Pest Control	8883128	MW	CHK	IS	OH	3115900-60480	55.00	
				8883129	MW	CHK	IS	OH	3115900-60480	144.00	
				8883932	MW	CHK	IS	OH	1715162-62000	80.00	
				8932191	MW	CHK	IS	OH	1103120-60480	48.00	
				8932192	MW	CHK	IS	OH	1103120-60480	119.00	
				8945026	MW	CHK	IS	OH	1106155-62000	95.00	
				8945101	MW	CHK	IS	OH	1106155-62000	150.00	
				8945143	MW	CHK	IS	OH	1106155-62000	46.00	
											$737.00
00165739	08/15/2025	V006019	Maintex Inc.	1143277-00	MW	CHK	IS	OH	1513580-64040	251.28	
											$251.28
00165740	08/15/2025	V005361	Ryan Marin	080625RM	MW	CHK	IS	OH	1103180-64360	326.25	
											$326.25
00165741	08/15/2025	V005404	Meridian Rapid Defense Group LLC	6363	MW	CHK	IS	OH	1106145-62440	6,312.94	
											$6,312.94
00165742	08/15/2025	V004682	Michael Baker International Inc	1255541	MW	CHK	IS	OH	3067500-60360	20,398.37	
											$20,398.37
00165743	08/15/2025	V005837	Michael Sullivan & Associates LLP	1345159	MW	CHK	IS	OH	7018100-61860	944.00	
				1345160	MW	CHK	IS	OH	7018100-61860	88.50	
				1345161	MW	CHK	IS	OH	7018100-61860	3,068.00	
				1345162	MW	CHK	IS	OH	7018100-61860	1,062.00	
											$5,162.50
00165744	08/15/2025	V005748	Murrieta Hot Springs Resort LP	MAY25MHSR	MW	CHK	IS	OH	1101600-60015	45,306.25	
											$45,306.25
00165745	08/15/2025	V000687	Murrieta Valley Unified School Dist	MVUSD0625	MW	CHK	IS	OH	1715144-62090	12,110.76	
											$12,110.76
00165746	08/15/2025	V003184	Musco Sports Lighting LLC	438571	MW	CHK	IS	OH	1810050-61960	2,416.26	
											$2,416.26
00165747	08/15/2025	V004746	NV5 Inc	450398	MW	CHK	IS	OH	1127500-70000	900.00	
									3777500-70000	2,700.00	
				452975	MW	CHK	IS	OH	1117500-70000	14,682.50	
				454927	MW	CHK	IS	OH	1117500-70000	1,835.00	
											$20,117.50
00165748	08/15/2025	V004471	Omega Print	43462	MW	CHK	IS	OH	1513520-62720	46.22	
				43907	MW	CHK	IS	OH	1103120-62720	706.88	
				45707	MW	CHK	IS	OH	1103120-62720	32.63	
				45878	MW	CHK	IS	OH	1103120-62720	32.63	
				46150	MW	CHK	IS	OH	3115900-62720	152.25	
				46296	MW	CHK	IS	OH	1513520-62720	41.33	
				46324	MW	CHK	IS	OH	1103120-62720	184.88	
				46337	MW	CHK	IS	OH	1111600-62960	65.25	
				46424	MW	CHK	IS	OH	3067500-62720	302.33	
				46445	MW	CHK	IS	OH	1103120-62720	176.72	
											$1,741.12
00165749	08/15/2025	V004864	Operative IQ	71012	MW	CHK	IS	OH	1100000-20110	(8.75)	
									1513520-62860	123.75	
											$115.00
00165750	08/15/2025	V005956	Optima RPM Inc.	5000869	MW	CHK	IS	OH	1127500-70000	27,250.71	
									3507500-70000	27,250.71	
									3777500-70000	218,005.67	

											$272,507.09
00165751	08/15/2025	V005465	Pencilbox LLC	2025067	MW	CHK	IS	OH	1105000-63360	475.00	
											$475.00
00165752	08/15/2025	V006008	Prestige Paving Company Inc.	61211	MW	CHK	IS	OH	2120050-62040	4,809.00	
				61217	MW	CHK	IS	OH	2120050-62040	18,645.00	
											$23,454.00
00165753	08/15/2025	V005291	Priority Building Services LLC	97348	MW	CHK	IS	OH	1106155-62000	5,574.52	
				97351	MW	CHK	IS	OH	1103120-60480	8,511.85	
				97353	MW	CHK	IS	OH	1101600-62000	3,386.00	
											$17,472.37
00165754	08/15/2025	V004841	Priority Dispatch Corp	SIN412387	MW	CHK	IS	OH	1113520-60480	12,600.00	
											$12,600.00
00165755	08/15/2025	V002755	Prudential Overall Supply	132329212	MW	CHK	IS	OH	1106145-63800	77.92	
											$77.92
00165756	08/15/2025	V000790	Public Entity Risk Managment Auth	INV449	MW	CHK	IS	OH	7010000-12030	662,200.00	
									7010000-12031	21,500.00	
											$683,700.00
00165757	08/15/2025	V003887	Radeecal Inc	INV-4042	MW	CHK	IS	OH	1103120-62200	2,522.50	
											$2,522.50
00165758	08/15/2025	V000817	Rancho California Water District	3055164 06/25	MW	CHK	IS	OH	1715162-64660	145.75	
				3057636 07/25	MW	CHK	IS	OH	1800050-64660	304.13	
											$449.88
00165759	08/15/2025	V004716	Rancho Santiago Community College District	WELLNESS 2025-26	MW	CHK	IS	OH	1513580-60480	6,048.00	
											$6,048.00
00165760	08/15/2025	V005885	Renes Commercial Management	07-25	MW	CHK	IS	OH	1513580-62000	275.00	
											$275.00
00165761	08/15/2025	V003516	Riverside Community College District	2026/56	MW	CHK	IS	OH	1513580-64360	207.00	
											$207.00
00165762	08/15/2025	V000851	Riverside County District Attorney	MR25-0898	MW	CHK	IS	OH	1100000-23240	2,592.00	
									1103180-61560	53.81	
											$2,645.81
00165763	08/15/2025	V003180	Riverside County Sheriff's	SH0000048624	MW	CHK	IS	OH	1103180-64480	6,575.00	
											$6,575.00
00165764	08/15/2025	V005278	RMG Communications	2074	MW	CHK	IS	OH	1800050-60480	3,980.00	
											$3,980.00
00165765	08/15/2025	V004680	RSD Alarms	47384	MW	CHK	IS	OH	1513580-62000	230.00	
				47387	MW	CHK	IS	OH	1513580-62000	230.00	
				48534	MW	CHK	IS	OH	1513580-62000	50.00	
				48535	MW	CHK	IS	OH	1513580-62000	50.00	
											$560.00
00165766	08/15/2025	V003774	Safelite AutoGlass	05075-308957	MW	CHK	IS	OH	1103120-62200	445.99	
											$445.99
00165767	08/15/2025	V000887	SB & O Inc	1224682	MW	CHK	IS	OH	3027500-60480	2,137.60	
											$2,137.60
00165768	08/15/2025	V000160	Sunshine Water Softeners and More	915580 07/25	MW	CHK	IS	OH	1513520-62000	49.50	
											$49.50
00165769	08/15/2025	V002822	Verizon Wireless	6119282436	MW	CHK	IS	OH	1513520-64640	2,640.58	
				6119668775	MW	CHK	IS	OH	1715120-64640	1,039.72	
				6119668777	MW	CHK	IS	OH	1106120-64640	58.36	
									1106145-64640	78.35	
				6119668780	MW	CHK	IS	OH	1101000-64640	340.75	
				6119926075	MW	CHK	IS	OH	1513520-64640	90.18	
				6119993686	MW	CHK	IS	OH	1103120-64640	72.09	
				6120201356	MW	CHK	IS	OH	7268340-64480	140.08	
											$4,460.11
00165771	08/15/2025	V000203	California Oaks Car Wash	1382	MW	CHK	IS	OH	1103120-62200	144.03	
				1383	MW	CHK	IS	OH	1103120-62200	557.98	
											$702.01
00165772	08/15/2025	V003170	Department of Industrial Relations	S2195220SB	MW	CHK	IS	OH	1106155-61440	675.00	

											$675.00
00165773	08/15/2025	V004012	Regional Training Center	18201	MW	CHK	IS	OH	1102200-63880	2,847.00	
											$2,847.00
00165774	08/15/2025	V004734	SC Fuels	IN-0000158279	MW	CHK	IS	OH	1513520-62220	1,599.85	
				IN-0000159946	MW	CHK	IS	OH	1103120-62220	6,542.77	
				IN-0000164624	MW	CHK	IS	OH	1103120-62220	7,838.05	
				IN-0000168733	MW	CHK	IS	OH	1103120-62220	7,069.07	
				IN-0000173357	MW	CHK	IS	OH	1103120-62220	5,916.96	
				IN-0000176388	MW	CHK	IS	OH	1103120-62220	7,777.13	
				IN-0000177295	MW	CHK	IS	OH	1103120-62220	3,665.30	
				IN-0000178248	MW	CHK	IS	OH	1513520-62220	1,436.40	
				IN-0000179796	MW	CHK	IS	OH	1513520-62220	2,513.84	
											$44,359.37
00165775	08/15/2025	V005518	SenSource Inc	62713	MW	CHK	IS	OH	3115900-60480	465.00	
											$465.00
00165776	08/15/2025	V005194	SHI International Corp	B20095369	MW	CHK	IS	OH	7268340-60480	59,965.36	
				B20108147	MW	CHK	IS	OH	7268340-62160	68.40	
				B20109202	MW	CHK	IS	OH	7268340-62160	205.20	
											$60,238.96
00165777	08/15/2025	V000965	Shred-It	8011266710	MW	CHK	IS	OH	1103120-60480	349.28	
				8011555838	MW	CHK	IS	OH	1103120-60480	350.82	
											$700.10
00165778	08/15/2025	T04032	Sophie Snyder	081225SS	MW	CHK	IS	OH	1100000-20020	49.00	
									1103120-41035	1.42	
											$50.42
00165779	08/15/2025	V000946	Southern CA Edison Company	0245686 07/25	MW	CHK	IS	OH	1103120-64520	159.48	
				1391480 07/25	MW	CHK	IS	OH	1513580-64520	808.42	
				2306832 07/25	MW	CHK	IS	OH	1513520-64520	5,429.73	
				2318653 07/25	MW	CHK	IS	OH	1513580-64520	1,404.09	
				2347349 07/25	MW	CHK	IS	OH	1513580-64520	2,188.10	
				6745375 08/25	MW	CHK	IS	OH	1715162-64520	17.21	
				7060397 07/25	MW	CHK	IS	OH	1103120-64520	7,414.84	
				9653204 07/25	MW	CHK	IS	OH	1840050-64520	16.60	
											$17,438.47
00165780	08/15/2025	V003745	State of California	APR-JUN25 CASP	MW	CHK	IS	OH	1100000-20065	6,436.00	
									1104600-42233	(5,792.40)	
				JAN-MAR25CASP	MW	CHK	IS	OH	1100000-20065	6,736.00	
									1104600-42233	(6,062.40)	
				OCT-DEC24CASP	MW	CHK	IS	OH	1100000-20065	5,400.00	
									1104600-42233	(4,860.00)	
											$1,857.20
00165781	08/15/2025	V005983	Steven Frisina	025-004-0001	MW	CHK	IS	OH	3115900-60480	75.00	
											$75.00
00165782	08/15/2025	V000972	Sun Badge Company	424912	MW	CHK	IS	OH	1103120-63800	126.28	
											$126.28
00165783	08/15/2025	V004678	Supply Solutions	097086	MW	CHK	IS	OH	1103120-64040	852.57	
											$852.57
00165784	08/15/2025	V004009	T-Mobile USA Inc	9612366316	MW	CHK	IS	OH	1103180-63400	115.00	
				9612664860	MW	CHK	IS	OH	1103180-63400	115.00	
				9612777597	MW	CHK	IS	OH	1103180-63400	50.00	
				9612777598	MW	CHK	IS	OH	1103180-63400	50.00	
				994368353 07/25	MW	CHK	IS	OH	1513520-64640	971.85	
											$1,301.85
00165785	08/15/2025	V005808	The Swimming Swan LLC	2179	MW	CHK	IS	OH	1715144-60480	17,118.72	
											$17,118.72
00165786	08/15/2025	V004209	Tour Murrieta	APR25MTBID	MW	CHK	IS	OH	1100000-20085	68,281.43	
									1102600-43414	(682.81)	
				MAY25MTBID	MW	CHK	IS	OH	1100000-20085	78,291.80	
									1102600-43414	(782.91)	

											$145,107.51
00165787	08/15/2025	V005032	Townsend Public Affairs	23691	MW	CHK	IS	OH	1101600-60480	10,500.00	
											$10,500.00
00165788	08/15/2025	V005988	TR Design Group Inc	5055	MW	CHK	IS	OH	1117500-70000	9,691.00	
											$9,691.00
00165789	08/15/2025	V005242	Trilogy Medwaste West LLC	1763934	MW	CHK	IS	OH	1513520-60480	708.52	
											$708.52
00165790	08/15/2025	V001040	U S Bank National Association	US BANK 07/25	MW	CHK	IS	OH	1101000-62520	676.96	
									1101400-62520	10,101.65	
									1102100-62520	130.00	
									1102200-62520	256.99	
									1102400-62520	343.99	
									1102600-62520	1,764.35	
									1103120-62520	180.19	
									1103130-62520	1,231.92	
									1103160-62520	21,499.38	
									1103180-62520	23,451.96	
									1104100-62520	1,276.04	
									1104400-62520	5,546.01	
									1104600-62520	5,611.13	
									1105000-62520	8,325.52	
									1106120-62520	4,936.43	
									1106145-62520	5,189.97	
									1513520-62520	10,557.08	
									1513580-62520	2,649.49	
									1513590-62520	1,245.00	
									1715120-62520	5,567.51	
									1715144-62520	8,398.08	
									3115900-62520	5,719.12	
									7018100-62520	1,371.57	
									7268340-62520	9,694.54	
											$135,724.88
00165791	08/15/2025	V001040	U S Bank National Association	7823489	MW	CHK	IS	OH	8110010-61040	12,000.00	
											$12,000.00
00165792	08/15/2025	V001056	United Site Services of CA Inc	114-14036422	MW	CHK	IS	OH	1800050-61960	675.00	
				INV-5430253	MW	CHK	IS	OH	1715120-61910	610.09	
				INV5436717	MW	CHK	IS	OH	1715162-61910	19.69	
											$1,304.78
00165793	08/15/2025	V001057	United Towing Services Inc	25-22455	MW	CHK	IS	OH	1103120-62200	65.00	
				69263	MW	CHK	IS	OH	1103120-62200	65.00	
				69424	MW	CHK	IS	OH	1103120-62200	65.00	
											$195.00
00165794	08/15/2025	V004189	VCA Animal Hospitals Inc	5560660791	MW	CHK	IS	OH	1103160-63960	2,627.00	
											$2,627.00
00165795	08/15/2025	V001071	Verizon Business Serv	61671303	MW	CHK	IS	OH	7268340-64640	0.84	
				61671304	MW	CHK	IS	OH	7268340-64640	1.13	
				61671305	MW	CHK	IS	OH	7268340-64640	0.56	
				61671306	MW	CHK	IS	OH	7268340-64640	47.68	
											$50.21
00165796	08/15/2025	V005936	Vince Kulow	2025-0006	MW	CHK	IS	OH	1113580-62000	4,450.00	
											$4,450.00
00165797	08/15/2025	V001100	Waste Management Inland Valley	JAN-JUN25WASTEMG	MW	CHK	IS	OH	1100000-23390	430,769.68	
									1100000-40019	(51,692.36)	
											$379,077.32
00165798	08/15/2025	V005275	Yunex LLC	5610005718	MW	CHK	IS	OH	1106150-61960	1,461.31	
				5610005719	MW	CHK	IS	OH	1106150-61960	690.00	
				5610005720	MW	CHK	IS	OH	1106150-61960	13,564.10	
				5610005796	MW	CHK	IS	OH	1106150-61960	960.00	
											$16,675.41

00165799	08/21/2025	V000020	A T & T	000023895687	MW	CHK	IS	OH	7268340-64640	0.33	
				000023920227	MW	CHK	IS	OH	7268340-64640	605.73	
				000023920792	MW	CHK	IS	OH	7268340-64640	458.81	
				000023920963	MW	CHK	IS	OH	7268340-64640	165.80	
				000023920965	MW	CHK	IS	OH	7268340-64640	165.80	
				000023920967	MW	CHK	IS	OH	7268340-64640	165.80	
				000023930158	MW	CHK	IS	OH	7268340-64640	0.08	
											$1,562.35
00165800	08/21/2025	V004431	Inc Advantage Laser Products	814269	MW	CHK	IS	OH	1100000-20110	(31.50)	
									1102600-62720	458.49	
											$426.99
00165801	08/21/2025	V002747	Advantage Vending Services	033293	MW	CHK	IS	OH	1103120-60480	1,498.47	
											$1,498.47
00165802	08/21/2025	V005531	Alert All Corp	W51347	MW	CHK	IS	OH	1513520-62960	2,297.35	
											$2,297.35
00165803	08/21/2025	V003799	Alliant Insurance Services	3185375	MW	CHK	IS	OH	3115900-61750	306.00	
											$306.00
00165804	08/21/2025	V000075	Allied Traffic & Eqt Rentals	97022	MW	CHK	IS	OH	3060060-64040	20.12	
											$20.12
00165805	08/21/2025	V006025	Angela Acevedo	PARMA25A.ACEVEDO	MW	CHK	IS	OH	1102100-64360	216.20	
											$216.20
00165806	08/21/2025	V004833	Architerra Design Group	34080	MW	CHK	IS	OH	1104400-60480	9,687.35	
				34081	MW	CHK	IS	OH	1104400-60480	2,340.75	
											$12,028.10
00165807	08/21/2025	V000886	Arroyo Background Investigations	3632	MW	CHK	IS	OH	1102200-63640	3,000.00	
											$3,000.00
00165808	08/21/2025	V004594	Battery Systems Inc	36652508200803	MW	CHK	IS	OH	1106155-64040	85.83	
											$85.83
00165809	08/21/2025	V002980	CA Building Standards Commission	APRJUN25SB1473	MW	CHK	IS	OH	1100000-20070	4,385.00	
									1104600-47853	(438.50)	
				JANMAR25SB1473	MW	CHK	IS	OH	1100000-20070	6,290.00	
									1104600-47853	(629.00)	
				JULSEP24SB473	MW	CHK	IS	OH	1100000-20070	2,338.08	
									1104600-47853	(233.81)	
				OCT-DEC24 SB1473	MW	CHK	IS	OH	1100000-20070	1,934.42	
									1104600-47853	(193.44)	
											$13,452.75
00165810	08/21/2025	V000189	CA Dept of Conservation	APRJUN2025SMIP	MW	CHK	IS	OH	1100000-20080	13,050.03	
									1104600-47853	(652.50)	
											$12,397.53
00165811	08/21/2025	V000203	California Oaks Car Wash	1385	MW	CHK	IS	OH	1106160-62200	18.00	
				1386	MW	CHK	IS	OH	1106160-62200	17.00	
				1390	MW	CHK	IS	OH	1106160-62200	17.00	
											$52.00
00165812	08/21/2025	V004677	Tina Cantrell	TC0725	MW	CHK	IS	OH	1715144-63240	579.60	
											$579.60
00165813	08/21/2025	V000233	Janet C Carbajal	S72025	MW	CHK	IS	OH	1715144-63240	1,260.00	
				TB72025	MW	CHK	IS	OH	1715144-63240	532.00	
											$1,792.00
00165814	08/21/2025	V003518	Challenger Sports Corp	CS42025	MW	CHK	IS	OH	1715144-63240	882.00	
											$882.00
00165815	08/21/2025	V003095	County of Riverside	MURR PD 2025-07	MW	CHK	IS	OH	1103180-60480	2,000.00	
											$2,000.00
00165816	08/21/2025	V005821	Cumming Management Group Inc	174163	MW	CHK	IS	OH	1117500-70000	2,080.00	
											$2,080.00
00165817	08/21/2025	V000337	Data Ticket Inc	182285	MW	CHK	IS	OH	1104140-60480	157.90	
				182921	MW	CHK	IS	OH	1103120-60480	392.90	
											$550.80
00165818	08/21/2025	V005949	David Bryan Albin	MC2025	MW	CHK	IS	OH	1715144-63240	1,890.00	

											$1,890.00
00165819	08/21/2025	V004205	DPrep Inc	ACN20250826-28	MW	CHK	IS	OH	1103180-64360	3,570.00	
											$3,570.00
00165820	08/21/2025	V004127	Express Plumbing	I188401	MW	CHK	IS	OH	1513580-62000	1,230.00	
											$1,230.00
00165821	08/21/2025	V005288	Flock Safety	INV-71836	MW	CHK	IS	OH	1113120-71030	15,000.00	
											$15,000.00
00165822	08/21/2025	V002821	Frontier California Inc	197-0631 8/25	MW	CHK	IS	OH	7268340-64480	232.38	
				679-7612 8/25	MW	CHK	IS	OH	7268340-64640	223.88	
				698-4403 8/25	MW	CHK	IS	OH	7268340-64640	72.03	
											$528.29
00165823	08/21/2025	V003823	Shigeko Gallagher	DG0725	MW	CHK	IS	OH	1715144-63240	1,449.00	
											$1,449.00
00165824	08/21/2025	V000837	Glenn A Rick Engineering & Development Co	0109868	MW	CHK	IS	OH	1104400-60320	480.00	
				0109869	MW	CHK	IS	OH	1104400-60320	600.00	
											$1,080.00
00165825	08/21/2025	V004829	Golden Office Trailers	INV-00472002	MW	CHK	IS	OH	1715144-63240	2,089.46	
											$2,089.46
00165826	08/21/2025	V004973	Gryphon Fitness Studio LLC	A-72025	MW	CHK	IS	OH	1715144-63240	1,472.00	
				AC-72025	MW	CHK	IS	OH	1715144-63240	2,100.00	
				F-72025	MW	CHK	IS	OH	1715144-63240	1,851.50	
				M-72025	MW	CHK	IS	OH	1715144-63240	987.00	
											$6,410.50
00165827	08/21/2025	V004886	Industrial Door Group Inc	25-801969	MW	CHK	IS	OH	1106155-62000	2,313.33	
											$2,313.33
00165828	08/21/2025	V005436	Inland Fleet Solutions Inc	9672	MW	CHK	IS	OH	1513540-62200	277.58	
											$277.58
00165829	08/21/2025	V005884	Jennifer Lynn Marble Smith	72025	MW	CHK	IS	OH	1715144-63240	294.00	
											$294.00
00165830	08/21/2025	V005805	Kathleen M Stocks	72025	MW	CHK	IS	OH	1715144-63240	42.00	
											$42.00
00165831	08/21/2025	V000606	Lloyd Pest Control	8908910	MW	CHK	IS	OH	1106155-62000	95.00	
											$95.00
00165832	08/21/2025	V000608	Logo Joe's Inc.	43674R	MW	CHK	IS	OH	1106145-63800	253.76	
											$253.76
00165833	08/21/2025	V000624	Laura C Maasberg	LM0725	MW	CHK	IS	OH	1715144-63240	280.00	
											$280.00
00165834	08/21/2025	V005266	Nichols Consulting	2025-9833573-01	MW	CHK	IS	OH	1101600-60480	6,200.00	
											$6,200.00
00165835	08/21/2025	V004471	Omega Print	46785	MW	CHK	IS	OH	1102600-64080	407.81	
				46798	MW	CHK	IS	OH	1106145-62440	76.13	
											$483.94
00165836	08/21/2025	V003517	Play-Well TEKNologies	DB27044	MW	CHK	IS	OH	1715144-63240	2,460.50	
											$2,460.50
00165837	08/21/2025	V000763	Gustavo A Poletti	GP0725	MW	CHK	IS	OH	1715144-63240	1,444.80	
											$1,444.80
00165838	08/21/2025	V005873	Pramira Inc	INV13664	MW	CHK	IS	OH	1107500-70000	875.00	
									3777500-70000	2,625.00	
											$3,500.00
00165839	08/21/2025	V005768	Primex Clinical Laboratories Inc	3157199	MW	CHK	IS	OH	1103120-60480	262.76	
											$262.76
00165840	08/21/2025	V005291	Priority Building Services LLC	97352	MW	CHK	IS	OH	1715144-62000	7,797.70	
									2250050-62000	1,015.85	
											$8,813.55
00165841	08/21/2025	V002755	Prudential Overall Supply	132330348	MW	CHK	IS	OH	1106145-63800	102.66	
											$102.66
00165842	08/21/2025	V004530	Jamie-Lynn Robinett	HT72025	MW	CHK	IS	OH	1715144-63240	665.00	
											$665.00
00165843	08/21/2025	V000878	RSG Inc	13842	MW	CHK	IS	OH	3220040-60480	2,603.75	

				13844	MW	CHK	IS	OH	3220040-60480	3,507.50	
											$6,111.25
00165844	08/21/2025	V000887	SB & O Inc	425010	MW	CHK	IS	OH	3027500-60480	14,401.19	
											$14,401.19
00165845	08/21/2025	V004734	SC Fuels	IN-0000183124	MW	CHK	IS	OH	1513520-62220	1,369.34	
											$1,369.34
00165846	08/21/2025	V005309	Sectran Security Inc	25081382	MW	CHK	IS	OH	1102600-60480	816.42	
											$816.42
00165847	08/21/2025	V005194	SHI International Corp	B20127676	MW	CHK	IS	OH	7268340-62160	342.00	
											$342.00
00165848	08/21/2025	V000929	Signs By Tomorrow	INV-41182	MW	CHK	IS	OH	1104400-60040	479.70	
				INV-41187	MW	CHK	IS	OH	1104400-60040	479.70	
											$959.40
00165849	08/21/2025	V000946	Southern CA Edison Company	0635190 08/25	MW	CHK	IS	OH	1715162-64520	533.28	
				1512297 08/25	MW	CHK	IS	OH	3060060-64560	4,532.90	
				1910237 08/25	MW	CHK	IS	OH	3060060-64560	54.27	
				5816947 08/25	MW	CHK	IS	OH	1106155-64520	17,317.25	
				5926172 08/25	MW	CHK	IS	OH	1106155-64520	8,789.18	
				7475262 08/25	MW	CHK	IS	OH	1106155-64520	4,323.94	
				9857352 08/25	MW	CHK	IS	OH	1101600-64520	1,570.37	
											$37,121.19
00165850	08/21/2025	V003753	Southstar Engineering & Consulting Inc	498	MW	CHK	IS	OH	1287500-60480	20,224.00	
											$20,224.00
00165851	08/21/2025	V005585	Sports Saints	SS-62025A	MW	CHK	IS	OH	1715144-63240	3,066.00	
											$3,066.00
00165852	08/21/2025	V004041	Stradling Yocca Carlson & Rauth	423097	MW	CHK	IS	OH	1102600-60320	843.98	
				423099	MW	CHK	IS	OH	1100000-24030	20,922.16	
											$21,766.14
00165853	08/21/2025	V004901	Stryker Sales LLC	9209952056	MW	CHK	IS	OH	1513520-64175	2,316.34	
											$2,316.34
00165854	08/21/2025	V005638	The Alchemy Group Inc	MURRIETA-602025	MW	CHK	IS	OH	1101600-60480	5,000.00	
											$5,000.00
00165855	08/21/2025	V002829	ThyssenKrupp Elevator Corp	5003029050	MW	CHK	IS	OH	1106155-60480	1,061.00	
											$1,061.00
00165856	08/21/2025	V004978	TPx Communications	186827024-0	MW	CHK	IS	OH	1103130-60480	3,624.00	
									7268340-60480	5,004.53	
											$8,628.53
00165857	08/21/2025	V001056	United Site Services of CA Inc	114-14112039	MW	CHK	IS	OH	1106155-62000	275.09	
											$275.09
00165858	08/21/2025	V001057	United Towing Services Inc	68972	MW	CHK	IS	OH	1103120-60480	450.00	
											$450.00
00165859	08/21/2025	V001071	Verizon Business Serv	61548464	MW	CHK	IS	OH	7268340-64640	83.00	
											$83.00
00165860	08/21/2025	V002822	Verizon Wireless	6119668779	MW	CHK	IS	OH	1104140-64640	343.76	
				6119668782	MW	CHK	IS	OH	1104400-64640	38.34	
											$382.10
00165861	08/21/2025	V001090	Vulcan Materials Company	950000521990	MW	CHK	IS	OH	3060060-64040	445.55	
											$445.55
00165862	08/21/2025	V001128	Willdan Financial Services	010-62532	MW	CHK	IS	OH	8110010-61040	19,209.30	
											$19,209.30
00165863	08/21/2025	V001128	Willdan Financial Services	010-62861	MW	CHK	IS	OH	1800050-60480	2,721.01	
				010-63164	MW	CHK	IS	OH	1800050-60480	2,721.01	
											$5,442.02
00165864	08/21/2025	V005237	Hollis J Wood	HW0725	MW	CHK	IS	OH	1715144-63240	303.80	
											$303.80
00165865	08/21/2025	V000066	Zertuche's Mother Lode Driving School	AGD-72025	MW	CHK	IS	OH	1715144-63240	128.00	
											$128.00
00165866	08/28/2025	V000051	Affordable Automotive Repair Inc	98198	MW	CHK	IS	OH	1103120-62200	4,657.40	
				98215	MW	CHK	IS	OH	1103120-62200	428.34	

				98229	MW	CHK	IS	OH	1103120-62200	2,420.19	
				98236	MW	CHK	IS	OH	1103120-62200	109.95	
				98240	MW	CHK	IS	OH	1103120-62200	717.23	
				98245	MW	CHK	IS	OH	1103120-62200	67.55	
				98275	MW	CHK	IS	OH	1103120-62200	68.84	
				98276	MW	CHK	IS	OH	1103120-62200	1,104.24	
				98292	MW	CHK	IS	OH	1103120-62200	2,966.39	
				98329	MW	CHK	IS	OH	1103120-62200	144.88	
				98330	MW	CHK	IS	OH	1103120-62200	65.98	
				98331	MW	CHK	IS	OH	1103120-62200	90.06	
				98334	MW	CHK	IS	OH	1103120-62200	161.22	
											$13,002.27
00165867	08/28/2025	V000075	Allied Traffic & Eqt Rentals	97105	MW	CHK	IS	OH	3060060-64040	358.88	
											$358.88
00165868	08/28/2025	V005121	American Eagle Trophies	14262	MW	CHK	IS	OH	1102400-62720	41.33	
				14454	MW	CHK	IS	OH	1513590-64080	30.45	
											$71.78
00165869	08/28/2025	V000087	American Forensic Nurse Inc	79690	MW	CHK	IS	OH	1103120-60480	288.00	
				79692	MW	CHK	IS	OH	1103120-60480	72.00	
											$360.00
00165870	08/28/2025	V005009	American Security Group	33757	MW	CHK	IS	OH	1103130-62080	1,291.25	
											$1,291.25
00165871	08/28/2025	V000102	Animal Friends of The Valleys Inc	AUG 2025	MW	CHK	IS	OH	1101800-63480	10,000.00	
											$10,000.00
00165872	08/28/2025	V004795	AT&T	579542	MW	CHK	IS	OH	1103180-63400	900.00	
											$900.00
00165873	08/28/2025	V005191	AT&T Mobility	76X08102025	MW	CHK	IS	OH	1513520-64640	123.72	
											$123.72
00165874	08/28/2025	V000986	Axon Enterprises Inc	INUS331184	MW	CHK	IS	OH	1113120-71030	11,789.23	
											$11,789.23
00165875	08/28/2025	V000147	Bio Tox Labs	47834	MW	CHK	IS	OH	1103120-60480	2,531.00	
				47922	MW	CHK	IS	OH	1103120-60480	1,784.00	
											$4,315.00
00165876	08/28/2025	V004748	Bound Tree Medical	85882633	MW	CHK	IS	OH	1105000-62440	528.30	
									1513520-64175	1,056.59	
											$1,584.89
00165877	08/28/2025	V005875	Brandon Danley	B.DANLEY7.2025	MW	CHK	IS	OH	1104600-60880	267.22	
											$267.22
00165878	08/28/2025	V003637	Brodart Co	B6863600	MW	CHK	IS	OH	3115900-62920	263.65	
											$263.65
00165879	08/28/2025	V000156	CA Department of Tax & Fee Administration	CDTFAJULY2025	MW	CHK	IS	OH	1100000-20110	1,070.71	
									1101600-61050	0.04	
									1110000-20110	209.72	
									1510000-20110	6.83	
									3580000-20110	28.70	
											$1,316.00
00165880	08/28/2025	V006012	California Coast Credit Union	070125CC	MW	CHK	IS	OH	1103180-63400	25.00	
											$25.00
00165881	08/28/2025	V003811	California Fire Chiefs Association	300000985	MW	CHK	IS	OH	1513520-63880	2,010.00	
											$2,010.00
00165882	08/28/2025	V003773	Callyo 2009 Corp	R21583	MW	CHK	IS	OH	1103180-62160	6,672.00	
											$6,672.00
00165883	08/28/2025	V005693	Capital Construction Inc	2284	MW	CHK	IS	OH	1113580-62000	2,382.00	
				2291	MW	CHK	IS	OH	1113580-62000	6,418.00	
											$8,800.00
00165884	08/28/2025	V000233	Janet C Carbajal	BB82025	MW	CHK	IS	OH	1715144-63240	315.00	
				S82025	MW	CHK	IS	OH	1715144-63240	252.00	
											$567.00
00165885	08/28/2025	V003518	Challenger Sports Corp	CSC62025	MW	CHK	IS	OH	1715144-63240	2,089.50	

											$2,089.50
00165886	08/28/2025	V005492	Complete Office of California Inc	4254712-0	MW	CHK	IS	OH	7268340-64080	554.08	
											$554.08
00165887	08/28/2025	V000280	Computer Alert Systems Inc	123469	MW	CHK	IS	OH	1106160-60480	90.00	
											$90.00
00165888	08/28/2025	V005369	Corodata Records Management Inc	RS7093795	MW	CHK	IS	OH	1102400-60480	741.11	
											$741.11
00165889	08/28/2025	V003562	County of Riverside	2026-08	MW	CHK	IS	OH	1104100-62976	300.00	
											$300.00
00165890	08/28/2025	V000843	County of Riverside Executive Office	AC0000002168	MW	CHK	IS	OH	1101400-60480	15,526.74	
											$15,526.74
00165891	08/28/2025	V005294	Crisp Imaging	635631	MW	CHK	IS	OH	1127500-60480	125.66	
											$125.66
00165892	08/28/2025	V000314	Culligan of Ontario	1462745	MW	CHK	IS	OH	1513580-62000	56.24	
				1462746	MW	CHK	IS	OH	1513580-62000	58.26	
				1462747	MW	CHK	IS	OH	1513580-62000	58.26	
				1462964	MW	CHK	IS	OH	1513580-62000	46.64	
				1462965	MW	CHK	IS	OH	1513580-62000	46.64	
				1466505	MW	CHK	IS	OH	1513580-62000	56.24	
				1466506	MW	CHK	IS	OH	1513580-62000	58.26	
				1466507	MW	CHK	IS	OH	1513580-62000	58.26	
				1466716	MW	CHK	IS	OH	1513580-62000	46.64	
				1466717	MW	CHK	IS	OH	1513580-62000	46.64	
											$532.08
00165893	08/28/2025	V005821	Cumming Management Group Inc	174643	MW	CHK	IS	OH	1337500-60480	11,692.50	
											$11,692.50
00165894	08/28/2025	V000349	Dell Marketing Lp	10831776784	MW	CHK	IS	OH	1307500-71030	10,545.07	
											$10,545.07
00165895	08/28/2025	V000355	Dewey Pest Control	14844338	MW	CHK	IS	OH	1513580-62800	99.00	
				16988713	MW	CHK	IS	OH	1513580-62000	99.00	
											$198.00
00165896	08/28/2025	V000380	Eastern Municipal Water Dist	EMWD081925	MW	CHK	IS	OH	1117500-70000	4,707.00	
											$4,707.00
00165897	08/28/2025	V000409	Federal Express Corporation	8-955-65289	MW	CHK	IS	OH	1104400-62680	57.61	
				9-701-59203	MW	CHK	IS	OH	1103120-62680	7.25	
											$64.86
00165898	08/28/2025	V005437	FirstWatch	FW113033	MW	CHK	IS	OH	1113520-62160	7,467.03	
											$7,467.03
00165899	08/28/2025	V004853	Forensic Nursing of SoCal Inc	3015	MW	CHK	IS	OH	1103180-60480	1,200.00	
											$1,200.00
00165900	08/28/2025	V002821	Frontier California Inc	304-2854 8/25	MW	CHK	IS	OH	7268340-64640	150.13	
				461-2615 8/25	MW	CHK	IS	OH	7268340-64640	86.18	
				461-4354 8/25	MW	CHK	IS	OH	7268340-64640	518.00	
				600-2886 8/25	MW	CHK	IS	OH	7268340-64640	303.71	
				600-5836 8/25	MW	CHK	IS	OH	7268340-64640	222.12	
				677-7095 8/25	MW	CHK	IS	OH	7268340-64640	76.38	
				698-1286 8/25	MW	CHK	IS	OH	7268340-64640	90.53	
				698-1294 8/25	MW	CHK	IS	OH	7268340-64640	76.38	
				698-4226 8/25	MW	CHK	IS	OH	7268340-64640	148.37	
				698-6230 8/25	MW	CHK	IS	OH	7268340-64640	58.98	
				698-6529 6/25	MW	CHK	IS	OH	7268340-64640	321.31	
				698-6529 7/25	MW	CHK	IS	OH	7268340-64640	158.21	
				698-6529 8/25	MW	CHK	IS	OH	7268340-64640	153.24	
				698-6746 8/25	MW	CHK	IS	OH	7268340-64640	289.99	
				894-1564 8/25	MW	CHK	IS	OH	7268340-64640	90.53	
				894-1899 8/25	MW	CHK	IS	OH	7268340-64480	336.36	
				894-5110 8/25	MW	CHK	IS	OH	7268340-64640	457.27	
											$3,537.69
00165901	08/28/2025	V000443	Gardner Company Inc	107249	MW	CHK	IS	OH	1106155-62000	1,315.00	

				107250	MW	CHK	IS	OH	1106155-62000	535.00	
											$1,850.00
00165902	08/28/2025	V000446	GeoSoils Inc	81450	MW	CHK	IS	OH	1337500-71150	2,027.00	
											$2,027.00
00165903	08/28/2025	V002923	Hinderliter de Llamas & Associates	SIN053011	MW	CHK	IS	OH	1102600-61200	107.06	
											$107.06
00165904	08/28/2025	V003934	Howroyd Wright Employment Agency Inc	01-7141884	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	1,397.20	
									1104600-60480	1,170.40	
				01-7145889	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	1,397.20	
									1104600-60480	1,170.40	
				01-7149309	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	1,397.20	
									1104600-60480	1,170.40	
											$8,341.20
00165905	08/28/2025	V006009	HRchitect Inc.	2025-1529	MW	CHK	IS	OH	7268340-62160	400.00	
				2025-1563	MW	CHK	IS	OH	7268340-62160	37.10	
											$437.10
00165906	08/28/2025	V003868	Interwest Consulting Group Inc	2009239	MW	CHK	IS	OH	1104600-60480	4,620.00	
				2023298	MW	CHK	IS	OH	1104600-60480	1,785.00	
											$6,405.00
00165907	08/28/2025	V005805	Kathleen M Stocks	PC82025	MW	CHK	IS	OH	1715144-63240	35.00	
											$35.00
00165908	08/28/2025	V006026	Kim Duncanson	082625KD	MW	CHK	IS	OH	1103130-64080	173.99	
											$173.99
00165909	08/28/2025	V005005	Knox Company	INV-KA-428082	MW	CHK	IS	OH	1513520-62160	2,749.00	
											$2,749.00
00165910	08/28/2025	V004915	Konica Minolta Business Solutions USA Inc	52157486	MW	CHK	IS	OH	7268340-62160	7,812.50	
											$7,812.50
00165911	08/28/2025	V003599	Kronos Inc	110010020776	MW	CHK	IS	OH	1513520-62160	1,420.31	
				I10010020157	MW	CHK	IS	OH	1103120-62160	3,439.60	
											$4,859.91
00165912	08/28/2025	V004732	L.C. Paving & Sealing Inc	25-009-01	MW	CHK	IS	OH	3410000-20060	(25,950.27)	
									3417500-70000	519,005.50	
											$493,055.23
00165913	08/28/2025	V000603	Liebert Cassidy Whitmore	JUNE 30, 2025	MW	CHK	IS	OH	1102200-60440	21,442.15	
											$21,442.15
00165914	08/28/2025	V000606	Lloyd Pest Control	8945045	MW	CHK	IS	OH	3115900-60480	144.00	
											$144.00
00165915	08/28/2025	V000608	Logo Joe's Inc.	43928	MW	CHK	IS	OH	1101000-63120	19.58	
											$19.58
00165916	08/28/2025	V004361	M Pino & Associates Inc	4862	MW	CHK	IS	OH	1113120-60480	5,868.00	
											$5,868.00
00165917	08/28/2025	V006019	Maintex Inc.	1146708-00	MW	CHK	IS	OH	1513580-64040	377.62	
											$377.62
00165918	08/28/2025	V005881	Michael Roppo	082525MR	MW	CHK	IS	OH	1513590-63800	300.00	
											$300.00
00165919	08/28/2025	V005696	Monument Row	3883	MW	CHK	IS	OH	1287500-60480	6,291.16	
											$6,291.16
00165920	08/28/2025	V000668	Motorola Solutions Inc	8282186345	MW	CHK	IS	OH	1513590-60800	607.93	
											$607.93
00165921	08/28/2025	V003502	Murrieta Auto Collision	15421	MW	CHK	IS	OH	7018100-61870	2,052.49	
											$2,052.49
00165922	08/28/2025	V003242	Murrieta Rotary Foundation	4232	MW	CHK	IS	OH	1101600-63880	1,500.00	
											$1,500.00
00165923	08/28/2025	V000687	Murrieta Valley Unified School Dist	2025/1405	MW	CHK	IS	OH	1193120-63080	139.72	
				MVUSD0725	MW	CHK	IS	OH	1715144-62090	11,715.64	
											$11,855.36

00165924	08/28/2025	V004782	Napa Auto Parts	173541	MW	CHK	IS	OH	1103120-62200	13.44	
				173796	MW	CHK	IS	OH	1513540-62200	34.47	
											$47.91
00165925	08/28/2025	V004352	Office Relief Inc	INV29068504	MW	CHK	IS	OH	1102600-60840	328.00	
											$328.00
00165926	08/28/2025	V005460	Old Town Temecula Harley-Davidson	204722	MW	CHK	IS	OH	1103120-62200	955.12	
				204909	MW	CHK	IS	OH	1103120-62200	1,633.20	
				205923	MW	CHK	IS	OH	1103120-62200	2,612.26	
											$5,200.58
00165927	08/28/2025	V004471	Omega Print	45832	MW	CHK	IS	OH	1102400-62720	76.13	
				46301	MW	CHK	IS	OH	1106120-62720	152.25	
				46805	MW	CHK	IS	OH	1103120-62720	65.25	
											$293.63
00165928	08/28/2025	V005759	Onyx Paving Company INC	24-016-R2	MW	CHK	IS	OH	3020000-20060	11,430.00	
									3070000-20060	32,159.92	
									3190000-20060	992.00	
											$44,581.92
00165929	08/28/2025	V004896	Power DMS Inc	INV-138670	MW	CHK	IS	OH	1513520-60480	6,310.96	
											$6,310.96
00165930	08/28/2025	V006013	Pratt Development Inc	TVCA-25-0125	MW	CHK	IS	OH	7018100-61870	13,173.75	
											$13,173.75
00165931	08/28/2025	V002755	Prudential Overall Supply	132331501	MW	CHK	IS	OH	1106145-63800	75.16	
											$75.16
00165932	08/28/2025	V000790	Public Entity Risk Managment Auth	03-INJ. RELIEF	MW	CHK	IS	OH	7018100-61850	80.00	
				06-INJ. RELIEF	MW	CHK	IS	OH	7018100-61850	5,302.00	
				07-INJ. RELIEF	MW	CHK	IS	OH	7018100-61850	294.00	
				10-INJ. RELIEF	MW	CHK	IS	OH	7018100-61850	44.00	
				11-INJ. RELIEF	MW	CHK	IS	OH	7018100-61850	294.00	
				12-INJ. RELIEF	MW	CHK	IS	OH	7018100-61850	678.50	
				13-INJ. RELIEF	MW	CHK	IS	OH	7018100-61850	172.00	
				14-INJ. RELIEF	MW	CHK	IS	OH	7018100-61850	1,806.00	
				15-INJ. RELIEF	MW	CHK	IS	OH	7018100-61850	377.00	
				16-INJ. RELIEF	MW	CHK	IS	OH	7018100-61850	1,034.00	
				17-INJ. RELIEF	MW	CHK	IS	OH	7018100-61850	1,339.50	
				18-INJ. RELIEF	MW	CHK	IS	OH	7018100-61850	3,978.13	
				19-INJ. RELIEF	MW	CHK	IS	OH	7018100-61850	557.00	
				20-INJ. RELIEF	MW	CHK	IS	OH	7018100-60440	46.00	
				21-INJ. RELIEF	MW	CHK	IS	OH	7018100-60440	46.00	
				22-INJ. RELIEF	MW	CHK	IS	OH	7018100-60440	46.00	
											$16,094.13
00165933	08/28/2025	V000817	Rancho California Water District	3028416 08/25	MW	CHK	IS	OH	1715162-64660	171.08	
				3028630 08/25	MW	CHK	IS	OH	2120050-64660	74.59	
				3028642 08/25	MW	CHK	IS	OH	2120050-64660	221.84	
				3028810 08/25	MW	CHK	IS	OH	2120050-64660	357.40	
				3028891 08/25	MW	CHK	IS	OH	2120050-64660	276.89	
				3028894 08/25	MW	CHK	IS	OH	2120050-64660	520.92	
				3028895 08/25	MW	CHK	IS	OH	2120050-64660	136.22	
				3029150 08/25	MW	CHK	IS	OH	2120050-64660	247.27	
				3029151 08/25	MW	CHK	IS	OH	2120050-64660	161.80	
				3029152 08/25	MW	CHK	IS	OH	2120050-64660	288.82	
				3029153 08/25	MW	CHK	IS	OH	2120050-64660	2,613.96	
				3029389 08/25	MW	CHK	IS	OH	2120050-64660	117.96	
				3029390 08/25	MW	CHK	IS	OH	2120050-64660	508.96	
				3029391 08/25	MW	CHK	IS	OH	2120050-64660	170.94	
				3029527 08/25	MW	CHK	IS	OH	2120050-64660	163.76	
				3029528 08/25	MW	CHK	IS	OH	2120050-64660	97.49	
				3029700 08/25	MW	CHK	IS	OH	2120050-64660	263.54	
				3029701 08/25	MW	CHK	IS	OH	2120050-64660	16.58	
				3029831 08/25	MW	CHK	IS	OH	2120050-64660	64.92	

				3029988 08/25	MW	CHK	IS	OH	2120050-64660	251.80	
				3029989 08/25	MW	CHK	IS	OH	2120050-64660	109.87	
				3030152 08/25	MW	CHK	IS	OH	2120050-64660	156.85	
				3030153 08/25	MW	CHK	IS	OH	2120050-64660	142.85	
				3030340 08/25	MW	CHK	IS	OH	2040050-64660	127.91	
				3030341 08/25	MW	CHK	IS	OH	2040050-64660	380.88	
				3030353 08/25	MW	CHK	IS	OH	2040050-64660	165.54	
				3030509 08/25	MW	CHK	IS	OH	2040050-64660	123.99	
				3030624 08/25	MW	CHK	IS	OH	2120050-64660	52.48	
				3030927 08/25	MW	CHK	IS	OH	2120050-64660	276.01	
				3050742 07/25	MW	CHK	IS	OH	1715162-64660	243.73	
				3054003 08/25	MW	CHK	IS	OH	1513580-64660	77.78	
											$8,584.63
00165934	08/28/2025	V000817	Rancho California Water District	RCWD081925	MW	CHK	IS	OH	1117500-70000	2,000.00	
											$2,000.00
00165935	08/28/2025	V005822	RWBID Construction Management LLC	172586	MW	CHK	IS	OH	1317500-70000	9,460.00	
				174847	MW	CHK	IS	OH	1317500-70000	4,620.00	
											$14,080.00
00165936	08/28/2025	V004734	SC Fuels	IN-0000186560	MW	CHK	IS	OH	1103120-62220	8,546.70	
				IN-0000186637	MW	CHK	IS	OH	1513520-62220	1,493.51	
											$10,040.21
00165937	08/28/2025	V005309	Sectran Security Inc	25061381	MW	CHK	IS	OH	1102600-60480	809.89	
											$809.89
00165938	08/28/2025	V000965	Shred-It	8011754979	MW	CHK	IS	OH	1103120-60480	48.27	
											$48.27
00165939	08/28/2025	V004938	SoCal Wax Shop Inc	80341	MW	CHK	IS	OH	1103120-62200	45.00	
											$45.00
00165940	08/28/2025	V000947	Southern CA Edison	590114	MW	CHK	IS	OH	3027500-70000	12,750.39	
				593055	MW	CHK	IS	OH	3027500-70000	23,768.32	
											$36,518.71
00165941	08/28/2025	V000947	Southern CA Edison	550424	MW	CHK	IS	OH	3027500-70000	6,520.90	
											$6,520.90
00165942	08/28/2025	V000947	Southern CA Edison	557775	MW	CHK	IS	OH	3027500-70000	1,489.44	
											$1,489.44
00165943	08/28/2025	V000947	Southern CA Edison	560609	MW	CHK	IS	OH	3027500-70000	3,962.91	
											$3,962.91
00165944	08/28/2025	V000947	Southern CA Edison	560574	MW	CHK	IS	OH	3027500-70000	8,947.15	
											$8,947.15
00165945	08/28/2025	V000947	Southern CA Edison	557773	MW	CHK	IS	OH	3027500-70000	3,593.51	
											$3,593.51
00165946	08/28/2025	V000946	Southern CA Edison Company	0245686 08/25	MW	CHK	IS	OH	1103120-64520	158.75	
				1006988 08/25	MW	CHK	IS	OH	3060060-64560	10,469.33	
				1266287 07/25	MW	CHK	IS	OH	1715144-64520	44.20	
				1266287 08/25	MW	CHK	IS	OH	1715144-64520	44.46	
				1326770 08/25	MW	CHK	IS	OH	1106145-64520	549.29	
				2272173 08/25	MW	CHK	IS	OH	1513580-64520	516.51	
				3038848 08/25	MW	CHK	IS	OH	3060060-64560	1,780.51	
				5528026 07/25	MW	CHK	IS	OH	1715144-64520	3,967.88	
				5528026 08/25	MW	CHK	IS	OH	1715144-64520	4,397.29	
				5585422 08/25	MW	CHK	IS	OH	1513580-64520	2,637.04	
				5863785 07/25	MW	CHK	IS	OH	1715144-64520	3,312.81	
				8079776 08/25	MW	CHK	IS	OH	3060060-64560	562.50	
											$28,440.57
00165947	08/28/2025	V000936	Southern California Association of Governments	SCAG FY26 0117	MW	CHK	IS	OH	1101600-63880	15,545.00	
											$15,545.00
00165948	08/28/2025	V005585	Sports Saints	SS-62025	MW	CHK	IS	OH	1715144-63240	1,858.50	
											$1,858.50
00165949	08/28/2025	V000194	State of California DOJ	840759	MW	CHK	IS	OH	1103120-60480	1,295.00	
				840821	MW	CHK	IS	OH	1103120-60480	140.00	

											$1,435.00
00165950	08/28/2025	V004041	Stradling Yocca Carlson & Rauth	421755	MW	CHK	IS	OH	1102600-60320	10,551.77	
											$10,551.77
00165951	08/28/2025	V004901	Stryker Sales LLC	9210016748	MW	CHK	IS	OH	1513520-64175	801.88	
											$801.88
00165952	08/28/2025	V001090	Superior Ready Mix, L.P., dba Vulcan Materials Com	950000529403	MW	CHK	IS	OH	3060060-64040	538.59	
											$538.59
00165953	08/28/2025	V004678	Supply Solutions	097332	MW	CHK	IS	OH	1103120-64040	400.87	
				098015	MW	CHK	IS	OH	3115900-64000	336.28	
											$737.15
00165954	08/28/2025	V005578	SVA Architects INC	63772	MW	CHK	IS	OH	1317500-70000	9,392.81	
											$9,392.81
00165955	08/28/2025	V004009	T-Mobile USA Inc	9615331455	MW	CHK	IS	OH	1103180-63400	115.00	
											$115.00
00165956	08/28/2025	V005503	Team California Economic Development	4070	MW	CHK	IS	OH	1104100-63880	12,000.00	
											$12,000.00
00165957	08/28/2025	V004715	The Press Enterprise	0011745290	MW	CHK	IS	OH	1102400-60040	308.61	
											$308.61
00165958	08/28/2025	V004845	The Retail Coach	5651	MW	CHK	IS	OH	1114100-63120	12,500.00	
											$12,500.00
00165959	08/28/2025	V004736	TireHub LLC	52319928	MW	CHK	IS	OH	1103120-62200	2,211.34	
											$2,211.34
00165960	08/28/2025	V005032	Townsend Public Affairs	23850	MW	CHK	IS	OH	1101600-60480	10,500.00	
											$10,500.00
00165961	08/28/2025	V005806	True North Compliance Services Inc	25-05-01-048	MW	CHK	IS	OH	1104600-60480	15,600.00	
											$15,600.00
00165962	08/28/2025	V004189	VCA Animal Hospitals Inc	5560662158	MW	CHK	IS	OH	1103160-63960	578.15	
											$578.15
00165963	08/28/2025	V002822	Verizon Wireless	6118555145	MW	CHK	IS	OH	1103120-64640	5,248.62	
				6118555146	MW	CHK	IS	OH	1103120-64640	5,038.56	
				6119668781	MW	CHK	IS	OH	1104100-63880	60.05	
				6121061293	MW	CHK	IS	OH	1103120-64640	5,274.99	
				6121061294	MW	CHK	IS	OH	1103120-64640	5,403.05	
				6779668776	MW	CHK	IS	OH	1104600-64640	206.99	
											$21,232.26
00165964	08/28/2025	V005899	Verizon Wireless Services LLC	9022410937	MW	CHK	IS	OH	1103180-63400	150.00	
											$150.00
00165965	08/28/2025	V005960	Voltaire Engineering Inc.	25-00212.00-004	MW	CHK	IS	OH	1330000-20060	(10,967.51)	
									1337500-70000	35,128.00	
									1337500-71150	184,222.25	
											$208,382.74
00165966	08/28/2025	V001103	Waxie Sanitary Supply	83451613	MW	CHK	IS	OH	1106155-62000	621.64	
											$621.64
00165967	08/28/2025	V001127	Willdan Engineering	002-35542	MW	CHK	IS	OH	1513590-60480	24,033.88	
											$24,033.88
00165968	08/28/2025	V001128	Willdan Financial Services	010-62862	MW	CHK	IS	OH	2000050-60480	423.62	
									2020050-60480	285.61	
									2030050-60480	221.42	
									2040050-60480	275.75	
									2050050-60480	252.95	
									2060050-60480	251.79	
									2070050-60480	257.30	
									2080050-60480	217.96	
									2090050-60480	235.00	
									2100050-60480	410.94	
									2110050-60480	291.38	
									2120050-60480	678.62	
									2130050-60480	335.60	
									2140050-60480	283.18	

									2150050-60480	391.98	
									2160050-60480	442.46	
									2170050-60480	264.62	
									2180050-60480	244.87	
									2190050-60480	324.57	
									2200050-60480	247.56	
									2210050-60480	373.77	
									2220050-60480	232.19	
									2230050-60480	261.14	
									2240050-60480	214.11	
									2250050-60480	209.79	
									2260050-60480	210.66	
									2270050-60480	208.60	
									2280050-60480	199.04	
									2290050-60480	165.29	
									2310050-60480	171.56	
				010-63163		MW	CHK	IS	OH	2000050-60480	423.62	
										2020050-60480	285.61	
										2030050-60480	221.42	
										2040050-60480	275.75	
										2050050-60480	252.95	
										2060050-60480	251.79	
										2070050-60480	257.30	
										2080050-60480	217.96	
										2090050-60480	235.00	
										2100050-60480	410.94	
										2110050-60480	291.38	
										2120050-60480	678.62	
										2130050-60480	335.60	
										2140050-60480	283.18	
										2150050-60480	391.98	
										2160050-60480	442.46	
										2170050-60480	264.62	
										2180050-60480	244.87	
										2190050-60480	324.57	
										2200050-60480	247.56	
										2210050-60480	373.77	
										2220050-60480	232.19	
										2230050-60480	261.14	
										2240050-60480	214.11	
										2250050-60480	209.79	
										2260050-60480	210.66	
										2270050-60480	208.60	
										2280050-60480	199.04	
										2290050-60480	165.29	
										2310050-60480	171.56	
												$17,166.66
00165969	08/28/2025	V004937	Wright Express FSC	106833195		MW	CHK	IS	OH	1106160-62220	3,827.45	
										1715120-62220	2,751.34	
												$6,578.79
00165970	08/28/2025	V005319	Benefit Coordinators Corporation BCC	1115/2501160		MW	CHK	IS	OH	1100000-21270	1,893.60	
										1100000-21370	24,063.45	
										1110000-21370	6,049.00	
										1510000-21370	6,838.00	
										1710000-21370	2,209.20	
										3060000-21370	1,172.98	
										3110000-21370	1,262.40	
										3580000-21370	105.20	
										4110000-21370	64.17	

									7010000-21370	315.60	
									7260000-21370	1,157.20	
				1125/2501160	MW	CHK	IS	OH	1100000-21270	632.00	
									1100000-21730	8,956.27	
									1110000-21730	2,271.25	
									1510000-21730	2,567.50	
									1710000-21730	829.50	
									3060000-21730	440.38	
									3110000-21730	474.00	
									3580000-21730	39.50	
									4110000-21730	24.10	
									7010000-21730	118.50	
									7260000-21730	434.50	
											$61,918.30
00165971	08/28/2025	V000184	CA Assoc of Prof Firefighters	1130/2501160	MW	CHK	IS	OH	1110000-21655	176.00	
									1510000-21655	768.00	
				2130/2501160	MW	CHK	IS	OH	1100000-21655	2.60	
									1110000-21655	145.90	
									1510000-21655	648.00	
											$1,740.50
00165972	08/28/2025	V000201	California Law Enforcement Assoc	1132/2501160	MW	CHK	IS	OH	1100000-21655	1,657.50	
									1110000-21655	331.50	
				2132/2501160	MW	CHK	IS	OH	1100000-21655	1,052.90	
									1110000-21655	190.44	
									1190000-21655	8.00	
									3550000-21655	7.61	
									3580000-21655	16.05	
											$3,264.00
00165973	08/28/2025	V000433	Franchise Tax Board	2820/2501160	MW	CHK	IS	OH	1100000-21480	265.94	
											$265.94
00165974	08/28/2025	V006020	Joshua Perez	RETRN ACH/051625	MW	CHK	IS	OH	1510000-21740	669.58	
											$669.58
00165975	08/28/2025	V004287	Lori Moss	MOSS/SEP2501160	MW	CHK	IS	OH	1101400-53100	695.00	
											$695.00
00165976	08/28/2025	V005134	Zach Schumaker	SCHUMAKER/AUG25	MW	CHK	IS	OH	7018100-61860	5,106.00	
											$5,106.00
00165977	08/28/2025	V003638	U.S. Bank Trustee For PARS/ARS 6746022400	1401/2501160	MW	CHK	IS	OH	1100000-21600	126.47	
									1110000-21600	77.35	
									1710000-21600	235.06	
									3110000-21600	114.95	
				2401/2501160	MW	CHK	IS	OH	1100000-21600	603.30	
									1110000-21600	369.10	
									1710000-21600	1,121.54	
									3110000-21600	548.51	
											$3,196.28
00165978	08/28/2025	V001077	Judith Vierstra	VIERSTRA/SEP25	MW	CHK	IS	OH	1513520-53100	1,808.31	
											$1,808.31
00165979	08/28/2025	V005865	Washington State Council of Fire Fighters	1184/2501160	MW	CHK	IS	OH	1110000-21303	1,100.00	
									1510000-21303	5,100.00	
				2184/2501160	MW	CHK	IS	OH	1110000-21304	1,100.00	
									1510000-21304	5,100.00	
				DANG, P (09/25)	MW	CHK	IS	OH	1510000-13060	675.43	
											$13,075.43

Issued:	**935**	**$5,602,876.66**	**Issued:**	**935**	**$5,602,876.66**
Reversed:	**2**	**$751.26**	**Reversed:**	**2**	**$751.26**

AP -	Total	$5,603,627.92	AP -	Total	$5,603,627.92
Issued:	935	$5,602,876.66	Issued:	935	$5,602,876.66
Reversed:	2	$751.26	Reversed:	2	$751.26
Summary	Total	$5,603,627.92	Summary	Total	$5,603,627.92

User Name: CITYHALL\MMatula

City of Murrieta
FEAP004 Consolidated Check Register by Bank
Detail
Check Dates Between Aug 1, 2025 and Aug 31, 2025
Bank(s): AP, EF - EF Checking Account
Status(es): IS - Issued
Check Type(s): HW - Hand Written

Report Generated on Oct 21, 2025 8:51:04 AM

Bank ID: AP -

Check	Issue Date	Payee ID	Payee Name	Reference	2nd Ref	Cancel Date	Check Type	Doc Type	Status	Subsystem	Account		Check Amount
09002181	08/06/2025	V000444	The Gas Company	GAS8542JUL25			HW	CHK	IS	TR	1715144-64600	30.97	
													$30.97
09002182	08/05/2025	V000444	The Gas Company	GAS5447JUL25			HW	CHK	IS	TR	1715144-64600	26.62	
													$26.62
09002183	08/05/2025	V000444	The Gas Company	GAS5289JUL25			HW	CHK	IS	TR	1715144-64600	15.78	
													$15.78
09002184	08/05/2025	V000444	The Gas Company	GAS5294JUL25			HW	CHK	IS	TR	1715144-64600	15.78	
													$15.78
09002185	08/04/2025	V000444	The Gas Company	087 1992 07/25			HW	CHK	IS	TR	1513580-64600	32.11	
													$32.11
09002187	08/06/2025	V000444	The Gas Company	924 7000 07/25			HW	CHK	IS	TR	1513580-64600	115.61	
													$115.61
09002188	08/05/2025	V000444	The Gas Company	324 5200 07/25			HW	CHK	IS	TR	1513580-64600	69.98	
													$69.98
09002189	08/05/2025	V000444	The Gas Company	624 5200 07/25			HW	CHK	IS	TR	1513580-64600	15.78	
													$15.78
09002190	08/05/2025	V000444	The Gas Company	GAS4369AUG25			HW	CHK	IS	TR	3115900-64600	345.38	
													$345.38
09002191	08/05/2025	V000444	The Gas Company	679 6404 07/25			HW	CHK	IS	TR	1103120-64600	228.28	
													$228.28
09002192	08/05/2025	V000444	The Gas Company	686 1636 07/25			HW	CHK	IS	TR	1103120-64600	26.62	
													$26.62
09002193	08/05/2025	V000444	The Gas Company	GAS3990AUG25			HW	CHK	IS	TR	1106155-64600	310.67	
													$310.67
09002194	08/05/2025	V000444	The Gas Company	GAS3894AUG25			HW	CHK	IS	TR	1101600-64600	26.62	
													$26.62
09002195	08/06/2025	V000444	The Gas Company	GAS5700AUG25			HW	CHK	IS	TR	1106155-64600	15.78	
													$15.78
09002220	08/08/2025	V003959	TASC	TASC/2501160			HW	CHK	IS	TR	1100000-21255	12,766.68	
											1110000-21255	2,411.21	
											1510000-21255	2,776.60	
											1710000-21255	785.60	
											3060000-21255	185.18	
											3110000-21255	1,340.10	
											7010000-21255	38.32	
											7260000-21255	251.59	
													$20,555.28
09002221	08/11/2025	V000827	Western Riverside Co Regional Conservation Auth	MSHCP08112025			HW	CHK	IS	TR	1100000-20050	377,881.32	
													$377,881.32
09002223	08/01/2025	V005731	Golden Spring Capital LLC	ANNEX082025			HW	CHK	IS	TR	1101600-61560	1,243.37	
											1101600-61910	8,283.31	
											1101600-62000	4,868.00	
													$14,394.68
09002233	08/22/2025	V003959	TASC	TASC/2501170			HW	CHK	IS	TR	1100000-21255	19,434.44	
											1110000-21255	2,969.35	
											1510000-21255	4,749.85	
											1710000-21255	387.84	
											3060000-21255	818.84	
											3110000-21255	843.47	
											7010000-21255	583.98	
											7260000-21255	702.81	
													$30,490.58
09002235	08/18/2025	V000444	The Gas Company	024 2900 07/25A			HW	CHK	IS	TR	1513580-64600	106.76	
													$106.76

09002210	08/04/2025	V003120	CalPERS	HEALTHAUG2025	HW	CHK	IS	TR			
											$750,422.51
09002211	08/08/2025	V003121	Internal Revenue Servi	1010/2501160	HW	CHK	IS	TR			
											$35,997.19
09002212	08/08/2025	V003121	Internal Revenue Service (EFT PY)	2010/2501160	HW	CHK	IS	TR	1100000-21460	18,519.15	
									1110000-21460	5,662.00	
									1190000-21460	83.25	
									1510000-21460	8,537.13	
									1710000-21460	1,424.92	
									3060000-21460	675.97	
									3110000-21460	744.83	
									3550000-21460	64.93	
									3580000-21460	194.31	
									4110000-21460	170.95	
									7010000-21460	162.14	
									7260000-21460	664.14	
											$36,903.72
09002213	08/08/2025	V003121	Internal Revenue Service (EFT PY)	2015/2501160	HW	CHK	IS	TR	1100000-21450	127,445.72	
									1110000-21450	47,096.49	
									1190000-21450	784.26	
									1510000-21450	72,236.32	
									1710000-21450	7,388.14	
									3060000-21450	3,995.56	
									3110000-21450	4,216.19	
									3550000-21450	407.80	
									3580000-21450	1,551.19	
									4110000-21450	1,077.40	
									7010000-21450	896.00	
									7260000-21450	4,206.29	
											$271,301.36
09002214	08/08/2025	V003124	State of CA - EDD (EFT PY)	2020/2501160	HW	CHK	IS	TR	1100000-21660	56,624.46	
									1110000-21660	20,104.80	
									1190000-21660	333.54	
									1510000-21660	35,237.05	
									1710000-21660	2,856.34	
									3060000-21660	1,809.25	
									3110000-21660	1,288.56	
									3550000-21660	230.29	
									3580000-21660	711.90	
									4110000-21660	451.24	
									7010000-21660	399.45	
									7260000-21660	1,851.52	
											$121,898.40
09002215	08/08/2025	V004808	Support Payment Clearinghouse	2810/2501160	HW	CHK	IS	TR	1110000-21480	142.15	
											$142.15
09002216	08/08/2025	V003123	CA State Disbursement Unit (EFT PAY)	2805/2501160	HW	CHK	IS	TR	1100000-21480	1,325.80	
									1110000-21480	303.69	
									1190000-21480	50.96	
									1510000-21480	235.38	
									7260000-21480	348.00	
											$2,263.83
09002217	08/08/2025	V003122	Nationwide Retirement Solutions(EFT PY)	1182/2501160	HW	CHK	IS	TR	1100000-21300	8,313.40	
									1110000-21300	1,009.56	
									1510000-21300	269.62	
									1710000-21300	738.00	
									3060000-21300	540.00	
									3110000-21300	407.45	
									3580000-21300	75.00	
									7010000-21300	216.00	
									7260000-21300	211.21	
											$11,780.24
09002218	08/08/2025	V003122	Nationwide Retirement Solutions(EFT PY)	2182/2501160	HW	CHK	IS	TR	1100000-21360	69,755.32	
									1110000-21360	15,303.40	
									1190000-21360	234.22	
									1510000-21360	33,868.90	
									1710000-21360	2,505.44	

									3060000-21360	2,277.50	
									3110000-21360	1,673.68	
									3550000-21360	272.42	
									3580000-21360	653.93	
									4110000-21360	671.00	
									7010000-21360	216.00	
									7260000-21360	461.21	
											$127,893.02
09002219	08/08/2025	V005111	Nationwide (401A)	1183/2501160	HW	CHK	IS	TR	1100000-21301	326.50	
									1710000-21301	200.00	
											$526.50
09002222	08/19/2025	V003132	CalPERS Retirement (EF	PY2501160PERS	HW	CHK	IS	TR			
											$520,245.55
09002224	08/22/2025	V003121	Internal Revenue Servi	1010/2501170	HW	CHK	IS	TR			
											$35,965.71
09002225	08/22/2025	V003121	Internal Revenue Service (EFT PY)	2010/2501170	HW	CHK	IS	TR	1100000-21460	18,729.68	
									1110000-21460	6,056.04	
									1190000-21460	10.19	
									1510000-21460	8,394.62	
									1710000-21460	1,377.59	
									3060000-21460	710.65	
									3110000-21460	770.95	
									3550000-21460	14.10	
									3580000-21460	216.29	
									4110000-21460	178.03	
									7010000-21460	162.14	
									7260000-21460	666.64	
											$37,286.92
09002226	08/22/2025	V003121	Internal Revenue Service (EFT PY)	2015/2501170	HW	CHK	IS	TR	1100000-21450	128,462.00	
									1110000-21450	49,522.49	
									1190000-21450	49.05	
									1510000-21450	74,020.70	
									1710000-21450	7,334.92	
									3060000-21450	4,153.75	
									3110000-21450	4,361.17	
									3550000-21450	81.59	
									3580000-21450	1,417.73	
									4110000-21450	1,077.40	
									7010000-21450	897.17	
									7260000-21450	4,215.10	
											$275,593.07
09002227	08/22/2025	V003124	State of CA - EDD (EFT PY)	2020/2501170	HW	CHK	IS	TR	1100000-21660	57,609.37	
									1110000-21660	18,791.49	
									1190000-21660	22.04	
									1510000-21660	31,143.64	
									1710000-21660	2,894.42	
									3060000-21660	1,865.55	
									3110000-21660	1,314.58	
									3550000-21660	58.60	
									3580000-21660	689.90	
									4110000-21660	451.24	
									7010000-21660	399.83	
									7260000-21660	1,861.84	
											$117,102.50
09002228	08/22/2025	V004808	Support Payment Clearinghouse	2810/2501170	HW	CHK	IS	TR	1100000-21480	22.20	
									1110000-21480	119.95	
											$142.15
09002229	08/22/2025	V003123	CA State Disbursement Unit (EFT PAY)	2805/2501170	HW	CHK	IS	TR	1100000-21480	1,376.76	
									1110000-21480	303.69	
									1510000-21480	235.38	
									7260000-21480	348.00	
											$2,263.83
09002230	08/22/2025	V003122	Nationwide Retirement Solutions(EFT PY)	1182/2501170	HW	CHK	IS	TR	1100000-21300	7,524.82	
									1110000-21300	831.15	
									1510000-21300	261.96	
									1710000-21300	738.00	

									3060000-21300	540.00	
									3110000-21300	482.45	
									3580000-21300	75.00	
									7010000-21300	216.00	
									7260000-21300	211.21	
											$10,880.59
09002231	08/22/2025	V003122	Nationwide Retirement Solutions(EFT PY)	2182/2501170	HW	CHK	IS	TR	1100000-21360	69,629.86	
									1110000-21360	16,124.88	
									1190000-21360	52.57	
									1510000-21360	49,916.52	
									1710000-21360	2,505.44	
									3060000-21360	2,277.50	
									3110000-21360	1,748.68	
									3550000-21360	99.82	
									3580000-21360	861.06	
									4110000-21360	671.00	
									7010000-21360	216.00	
									7260000-21360	461.21	
											$144,564.54
09002232	08/22/2025	V005111	Nationwide (401A)	1183/2501170	HW	CHK	IS	TR	1100000-21301	326.50	
									1710000-21301	200.00	
											$526.50
09002234	08/20/2025	V001067	MissionSquare Retirement	RHSSEP2025MS	HW	CHK	IS	TR	1101600-53100	76,499.33	
									1113160-53100	1,350.86	
									1513520-53100	9,495.56	
									1513540-53100	675.43	
									1513580-53100	11,343.88	
									1715120-53100	2,981.15	
									3115900-53100	4,052.58	
									3220040-53100	168.86	
									6010040-53100	405.26	
									7268340-53100	2,701.72	
											$109,674.63

Issued:	**21**	**$2,613,374.91**		**Issued:**	**21**	**$2,613,374.91**
EF - EF Checking Account	**Total**	**$2,613,374.91**		**EF - EF Checking Account**	**Total**	**$2,613,374.91**
Issued:	**40**	**$3,058,079.51**		**Issued:**	**40**	**$3,058,079.51**
Summary	**Total**	**$3,058,079.51**		**Summary**	**Total**	**$3,058,079.51**

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No. 4.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bernard Molloy, Fire Chief

PREPARED BY: Sue Ann Herring, Senior Management Analyst - Fire

SUBJECT:
Acceptance of a State of California Office of Traffic Safety Grant Award for Fire Department Vehicle Extrication Equipment

RECOMMENDATION

Accept a State of California Office of Traffic Safety Program Grant award in the amount of $120,000;

Amend the Fiscal Year 2025/26 Operating Budget to allocate and appropriate the $120,000, in grant funds and carry over any unused grant budget to Fiscal Year 2026/27; and

Authorize the City Manager, and/or their designee, to execute all necessary documents and take actions required to accept, implement, and administer the grant, including ratification of the designees' execution of the grant agreement.

PRIOR ACTION/VOTE

On June 3, 2025, the City Council acting as the Board of Directors of the Murrieta Fire District approved Resolution MFD25-225, adopting the Fire District Operating Budget for Fiscal Year 2025/26 (Vote 5-0).

STRATEGIC ALIGNMENT

Provide a high level of innovative public safety.

DISCUSSION

On October 8, 2025, Murrieta Fire & Rescue (MFR) was awarded a $120,000, traffic safety grant from the State of California Office of Traffic Safety (OTS), funded by the U.S Department of Transportation. The grant performance period began on October 1, 2025, and will continue through September 30, 2026.

This grant will be used to fund the replacement of MFR's current auto-extrication equipment, which has become outdated due to modern vehicle configurations. The new tools will enhance MFR's ability to perform rescues more safely and efficiently, improving both operational effectiveness and firefighter safety. Upgraded equipment will reduce exposure to roadside hazards and ensure the department is equipped to meet the

growing demands of complex emergency incidents.

The grant directly supports MFR's mission to deliver exceptional customer service by protecting life, property, and the environment through professional, all-risk emergency response.

FISCAL IMPACT

The OTS Program Grant requires no local match or cost share. As a reimbursable grant, the City must incur eligible expenses before requesting reimbursement. A budget appropriation is required to establish the grant's revenue and expenditure budgets. Staff recommends amending the Fiscal Year 2025/26 Operating Budget to establish a revenue budget of $120,000 in the Other Federal Grant Fund (377), under Intergovernmental Revenues-Federal (Account 42222), and appropriate $120,000 in Safety Equipment (Account 60880).

ATTACHMENTS

1. Office of Traffic Safety Grant Agreement - (EM26005)

1. GRANT TITLE
Regional Crash Response and Extrication Improvement Program

2. NAME OF AGENCY
Murrieta

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Murrieta Fire and Rescue

5. GRANT DESCRIPTION
The city/county/regional fire agency will improve their crash response and extrication times by purchasing extrication equipment. Best practice strategies will be used to reduce the response time for the arrival of appropriate extrication equipment to traffic crash scenes and the time to extricate the victims of traffic crashes, thus increasing survivability. The grant will provide funding for new equipment and training for fire departments without extrication equipment or those that have existing equipment that has reached the end of its usable lifespan and is in need of replacement.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $120,000.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR

NAME: Mike Lopez
TITLE: Deputy Fire Chief
EMAIL: mlopez@murrietaca.gov
PHONE: (951) 461-6152
ADDRESS: 41825 Juniper Street
Murrieta, CA 92562

Oct 7, 2025
(Signature) (Date)

B. AUTHORIZING OFFICIAL

ADDRESS: Bernard Molloy
Fire Chief
bmolloy@murrietaca.gov
(951) 461-6163
41825 Juniper Street
Murrieta, CA 92562

Bernard Molloy (Oct 7, 2025 16:56:19 PDT)
Oct 7, 2025
(Signature) (Date)

C. FISCAL OFFICIAL

ADDRESS: Sue Ann Herring
Senior Management Analyst
saherring@murrietaca.gov
(951) 461-6464
41825 Juniper Street
Murrieta, CA 92562

Sue Ann Herring
Sue Ann Herring (Oct 7, 2025 10:39:00 PDT)
Oct 7, 2025
(Signature) (Date)

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

ADDRESS: Stephanie Dougherty
Director
stephanie.dougherty@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

Stephanie Dougherty
Oct 8, 2025
(Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: CP6AE8VFMVR6 REGISTERED ADDRESS: 1 Town SQ CITY: Murrieta ZIP+4: 92562-7922

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402EM-26	20.600	0521-0890-101	2025	04/25	BA/25	$120,000.00
				AGREEMENT TOTAL		**$120,000.00**

AMOUNT ENCUMBERED BY THIS DOCUMENT
$120,000.00

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE
Carolyn Vu (Oct 7, 2025 17:37:58 PDT)	Oct 7, 2025	**$120,000.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

Murrieta Fire and Rescue provides rescue and emergency response services to the City of Murrieta – a community of about 116,000 located in Riverside County, California. The population of Murrieta, and of South Riverside County, is one of the fastest growing in the nation, increasing by 7% annually since 2014. Murrieta also experiences great seasonal population fluctuations due to its expanding wine tourism industry. In 2019, the region welcomed approximately 3.14 million visitors. Post-pandemic figures indicate a resurgence, with about 3.2 million visitors in 2022 – a 28% increase from 2.5 million in 2021. This upward trend continued into 2023, with the region attracting around 3.3 million visitors, marking a 3.7% increase over 2022. Despite these extreme population increases and fluctuation, the emergency response services have not been able to expand at a proportional rate to the community's overall need due both to budgeting constraints and the devastating impact of Covid-19 on the region. The need for increased emergency response services will be even more acute in 2025 as the tourism industry continues to recuperate from the impacts of Covid-19.

The region is also at extreme heightened wildfire risk, especially given the ongoing severe drought conditions in Riverside County. Murrieta is bordered by Cleveland National Forest to the East, placing it in high proximity to dense areas of brush or scrub and increasing its risk of wildfires. In September 2019, for example, the City was impacted by the Tenaja Fire that burned over 2,000 acres in the hillsides in and along the City boundary. MFR has also dispatched strike teams to many of the historically intense and large wildfires that have erupted throughout the state and regionally in Southern California in recent years, including the Camp Fire in 2018 that was the deadliest and most destructive wildfire in California's history, and numerous fires throughout 2020. Most recently – on January 23, 2025 – a house fire broke out and quickly grew into a brush fire (the Fig Fire), further emphasizing the ongoing wildfire risk faced by the City.

MFR provides mutual aid and frequently coordinates training with the Pechanga Fire Department (Band of San Luiseño Indian reservation). MFR also provides and receives automatic aid to/from CALFIRE, with whom all cities bordering Murrieta contract for fire protection services. Additionally, MFR participates in the statewide mutual aid system and hosts a State Office of Emergency Services Type III fire engine, which is used on statewide responses. MFR further provides tactical paramedic program to the Murrieta Police Department SWAT team and is active with specialized teams, including trench rescue, confined space rescue, swift water rescue, USAR Task Force 6 and Riverside County's first Arson Investigation Task Force.

The Murrieta Fire Department's (MFD) mission is to provide unparalleled customer service by safely and efficiently preserving life, property, and the environment through competent, all-risk emergency response, disaster preparedness, training, prevention, and public education for those who live, work, visit, and invest in our community. This mission is demonstrated through the Department's motto be to "neighbors helping neighbors." However, upholding this mission requires additional financial assistance.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

The current auto extraction toolset MFR relies on has become outdated due to modern vehicle configurations. With nine crashes between 2022 and 2024 requiring the extrication of crash victims, any delay in obtaining a new suite of extrication tools puts the entirety of the target population at risk. Newer vehicles on the road are often built from high-strength steel and advanced materials. This in turn requires up-to-date, stronger extrication tools to ensure effective and safe operations. Outdated equipment delays rescues, thereby increasing the risk of injury or death for trapped victims. Delayed rescues or extended response times due to poor extrication equipment also increases roadway closures, traffic congestion, and the potential for secondary crashes caused by inattentive drivers near crash scenes. Another important upshot of acquiring updated extrication tools is the safety of MFR first responders. More suitable equipment would ensure that first responders can operate efficiently and safely, reducing their exposure to roadway dangers.

Define the target population the grant intends to serve and how they are affected by the problem(s).

Murrieta Fire & Rescue (MFR) serves the entirety of the City of Murietta and their nearly 114,000 residents. The target population this grant intends to serve includes all residents and visitors who travel through the municipality, whether as drivers, passengers, or pedestrians. Having an Automatic Aid agreement with the joint Cal Fire/Riverside County Fire Department and mutual aid agreements with the Corona and Pechanga Fire Departments, MFR also serves the residents throughout the region and State as a whole. This broad target population emphasizes the Fire & Rescue Department's readiness to respond effectively to crashes.

The sum total of the target population is directly affected by traffic crashes, low visibility of emergency response vehicles, and the risk of compromised extrication response due to outdated equipment. Life-saving vehicle extrication equipment will help MFR protect this large target population and lessen the likelihood of severe injury and death resulting from traffic crashes.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Decrease the average extrication time, from the time of arrival at the crash site to transport.

B. Objectives:	**Target Number**
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Develop Memorandums of Understanding (MOUs) with recipient agencies which contain the following: a list and description of equipment; an explanation of the submission of data collection and quarterly reporting; the responsibility of maintaining equipment; and the reporting of the fair market value of equipment every other year.	1
3. Purchase and place fully equipped extrication systems in strategic locations within the jurisdiction.	2
4. Purchase and place pieces of specialized rescue equipment in strategic locations within the jurisdiction.	1
5. Train firefighters in the use of the new equipment.	63
6. Conduct traffic safety presentations with an effort to reach persons and communities.	4
7. Display the OTS funded equipment during Public Safety Fairs, community festivals and/or other Department or community events.	4
8. Report on the number of times the grant-funded equipment is used during an extrication, provide a brief overview of the incident and indicate if the equipment was used to save a life.	4
9. Station #2 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 22 minutes to 14 minutes.	14
10. Station #1 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 22 minutes to 14 minutes.	14

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- Determine specific equipment requirements.
- Request equipment vendor price quotation for the required equipment per host agency requirement.
- Submit purchase orders to equipment vendors for purchase of the equipment.
- Prepare and execute Memorandums of Understanding (MOU) with recipient agencies.

<u>Media Requirements</u>

- Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- Inventory the new equipment following delivery.
- Disperse equipment to identified recipient agencies.
- Plan a media event announcing the grant funded equipment.
- Recipient agencies will identify training needs and objectives and coordinate instructional staff to conduct a high quality training program for their respective agency.
- Recipient agencies will develop a preventive maintenance schedule for the new equipment following manufacturers' recommendations.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402EM-26	20.600	State and Community Highway Safety	$120,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				$0.00
Category Sub-Total				$0.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$0.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
Fully Equipped Extrication System	402EM-26	$50,000.00	2	$100,000.00
Combi-tool	402EM-26	$20,000.00	1	$20,000.00
Category Sub-Total				$120,000.00
E. OTHER DIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$120,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES -
EQUIPMENT Fully Equipped Extrication System-Fully equipped extrication systems are generally comprised of a hydraulic pump, fluid, hoses, control valves, and hydraulically actuated spreaders and cutters used primarily for vehicle extrication incidents as well as edraulic tools. It includes every piece of extrication equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired.
Combi-tool-Combi-tools are a hydraulically actuated, light-weight, combination cutting, spreading, pulling and pinching tool used for extrication incidents. It includes every piece of equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired.
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
  Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS
No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	EM26005
Agency Name:	Murrieta Fire and Rescue
Grant Title:	Regional Crash Response and Extrication Improvement Program
Agreement Total:	$120,000.00
Authorizing Official:	Bernard Molloy
Fiscal Official:	Sue Ann Herring
Grant Director:	Mike Lopez

CURRENT GEMS USER(S)

1. Mike Lopez
Title: Deputy Fire Chief
Phone: (951) 461-6152
Email: mlopez@murrietaca.gov
Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☑ Remove Access ☐	Add as a media contact? Yes ☐ No ☑
Sue Ann Herring Name	Senior Management Analyst Job Title
saherring@murrietaca.gov Email address	951-461-6464 Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by:	Date: Oct 7, 2025

As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.

	Mike A Lopez
Signature	Name
Oct 7, 2025	Grant Director
Date	Title

Grant Agreement - EM26005

Final Audit Report 2025-10-08

Created:	2025-10-03
By:	Elsie Machado (elsie.machado@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6m3MI81EoY-wu9_5EUzghYoonUSGmbCl

"Grant Agreement - EM26005" History

Document created by Elsie Machado (elsie.machado@ots.ca.gov)
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2025-10-03 - 3:52:36 PM GMT

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2025-10-03 - 3:52:44 PM GMT

Signer mlopez@murrietaca.gov entered name at signing as Mike A Lopez
2025-10-07 - 4:17:54 PM GMT

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Signature Date: 2025-10-07 - 4:17:56 PM GMT - Time Source: server

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2025-10-07 - 4:17:58 PM GMT

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2025-10-07 - 4:18:57 PM GMT

Signer mlopez@murrietaca.gov entered name at signing as Mike A Lopez
2025-10-07 - 4:19:52 PM GMT

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Signature Date: 2025-10-07 - 4:19:54 PM GMT - Time Source: server

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2025-10-07 - 4:19:56 PM GMT

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2025-10-07 - 4:20:03 PM GMT

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2025-10-07 - 11:56:20 PM GMT

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2025-10-08 - 0:37:44 AM GMT

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Signature Date: 2025-10-08 - 0:37:58 AM GMT - Time Source: server

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2025-10-08 - 0:37:59 AM GMT

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Signature Date: 2025-10-08 - 4:24:41 PM GMT - Time Source: server

Agreement completed.
2025-10-08 - 4:24:41 PM GMT

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No. 5.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Crawford, Municipal Services Director

PREPARED BY: Brian Crawford, Municipal Services Director

SUBJECT: Award a Construction Contract for the Synthetic Turf Replacement Project

RECOMMENDATION

Amend the Fiscal Year 2025/26 Capital Improvement Plan budget to appropriate $1,197,077.91 for Capital Improvement Project No. 22039;

Approve the use of the Measure T Fund Community Services Department Facility Repair Reserve in the amount of $1,197,077.91;

Award the construction contract for the Los Alamos Hills and Torrey Pines Park Synthetic Turf Replacement Project, Capital Improvement Project 22039, to the lowest responsible bidder, Horizons Construction Company International, Inc., in the amount of $994,850.36, plus a 15% contingency; and

Authorize the Mayor to execute the agreement.

PRIOR ACTION/VOTE

On June 3, 2025, the City Council approved the Capital Improvement Plan for Fiscal Years 2025/26 to 2029/30 (Vote: 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

DISCUSSION

The City of Murrieta (City)operates several high-use recreational facilities, including the Los Alamos Hills Sports Park (LAHSP) and the Torrey Pines Sports Park (TPSP). These recreational facilities feature modern synthetic turf fields to maximize playability and optimize operational resources. The two synthetic turf fields currently scheduled for replacement are the soccer field at Los Alamos Hills Sports Park and the baseball field at Torrey Pines Sports Park. Both installations have been in continuous use for more than 10 years.

The City initially adopted synthetic turf systems due to their numerous operational and environmental benefits. Compared to natural grass, synthetic fields significantly increase field usability, allowing local youth and community sports leagues greater access to premier facilities. Furthermore, in a climate where water conservation is critical, synthetic turf drastically reduces water consumption by eliminating irrigation needs and lowers long-term operational costs by reducing the need for mowing, fertilizing, and extensive groundskeeping labor.

Despite these advantages, synthetic turf is a capital asset with a finite lifespan. Industry standards and manufacturer warranties typically cite an effective lifespan of eight (8) to 12 years for heavily used sports fields. After this period, the material begins to degrade, compromising both performance and player safety. Degradation manifests through several key indicators: the synthetic fibers become matted, flattened, and brittle due to UV exposure and heavy traffic; infill material compacts, which can lead to inadequate shock absorption and increased surface hardness (GMAX scores), posing potential safety risks to athletes; and drainage capabilities diminish. Given that the Los Alamos and Torrey Pines fields are almost 11 years old, they have surpassed their expected usable life and require replacement to maintain safe, high-quality playing conditions.

The work scope for replacing the LAHSP soccer field turf is straightforward. The contractor will remove the existing turf, regrade the aggregate base, replace perimeter attachment boards, install the new turf, and install the sand and crumb rubber infill.

The scope of work for replacing the synthetic turf baseball field at Torrey Pines is more complex. The outfield area is not being replaced currently since that area is still in serviceable condition and gets the least amount of wear. A recessed concrete home plate area will be constructed to provide more stability, consistency, durability, and safety in the baseball field's highest-wear zone. The home plate area, where the catcher and batter stand, experiences intense, constant pounding and pivoting. Installing the turf over a recessed concrete base prevents the surface from sinking or developing a low spot over time. The thick, dense rubber mats are placed between the synthetic turf and the concrete base. They are crucial for absorbing the impact of players landing and pivoting, providing a consistent, predictable feeling for the players, regardless of weather or usage.

To ensure the most efficient and cost-effective replacement process, staff solicited a proposal utilizing a Job Order Contract (JOC) through the Sourcewell cooperative purchasing program, which the City is a member of (Account 19244). Specifically, this proposal was obtained via Gordian (also known as Gordian Group), an awarded Sourcewell vendor specializing in JOC solutions. The JOC procurement method streamlines maintenance and replacement-in-kind project processes by utilizing pre-established, competitively solicited, and publicly awarded contracts. This approach allows the City to accelerate project delivery, control costs based on standardized unit pricing, and bypass the lengthy process of individual design-bid-build solicitations, thereby minimizing the downtime of these critical community assets.

Through Gordian, the City can select from several contractors who develop a detailed project scope of work and price proposal, which is reviewed and can be adjusted. For this project, the City selected Horizons Construction, which will use FieldTurf as a subcontractor. FieldTurf is a nationally recognized supplier of quality synthetic turf.

Staff recommends the construction contract be awarded to Horizons Construction Company International, Inc., for $994,850.36, plus a fifteen percent (15%) contingency of $149,227.55.

FISCAL IMPACT

The construction contract cost is $994,850.36. Staff further recommends a 15% contingency of $149,227.55.

The construction management and labor compliance costs are anticipated to be $38,000. Staff also recommends allocating $15,000 for ancillary items such as signs and testing not included in the contract amount. Including associated soft costs such as design, permits, and related fees, the estimated total project cost for the Soccer and Baseball Fields improvements is $1,197,077.91.

As part of the prior-year Capital Improvement Plan budget development, the City Council approved the creation of CIP 22039. Based on final hard and soft cost estimates, staff recommends the City Council approve the full appropriation of $1,197,077.91 to fully fund the turf field improvements at Los Alamos Hills Sports Park and Torrey Pines Park.

ATTACHMENTS

1. Construction Contract & Proposal, Horizons Construction

For City Clerk Use Only

Contract No._____

SOURCEWELL

ON-CALL PUBLIC WORKS CONSTRUCTION CONTRACT
WITH THE CITY OF MURRIETA ("CITY")

Project Name/Description ("Project"): Los Alamos Hills and Torrey Pines Park Synthetic Turf Replacement Project CIP 22039

Contractor Name ("Contractor"): Horizons Construction Company International, Inc.

Contractor Business Type: Corporation

Contractor Address: 432 West Meats Avenue, Orange, California 92865

Contractor Representative Name and Title ("Contractor Representative"): Kinan Kotrash

Contractor Representative Work Phone: (714) 626-0000

Contractor Representative Email: N/A

Sourcewell IZICQ Contract No.: CA-R8-GB-101723-HRZ

Liquidated Damages Sum (per day): $1000.00

Termination Date: June 30, 2026

Total Not-To-Exceed Contract Amount ("Contract Sum"): $1,144,077.91

City Department Contact ("Project Manager"): Brian Crawford

Department Contact Work Phone: 951-461-6047

Department Contact Email: bcrawford@murrietaca.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No): No

RECITALS

The City desires to contract with a Contractor to provide on-call construction services as more further set forth herein.

Contractor has provided a bid proposal through Sourcewell and has been awarded a contract with Sourcewell as the lowest responsive/responsible bidder.

City now desires to retain Contractor on an on-call basis to provide public contracting work pursuant to Contractor's Agreement with Sourcewell and the bid pricing provided therein.

This Contract, made and entered into effective on the date executed by the City, by and between the City of Murrieta, a municipal corporation, hereinafter referred to as "City," and the above-referenced Contractor.

The City and Contractor, for the consideration hereinafter named, mutually agree as follows:

1. SCOPE OF WORK.

1.1 The Contractor shall perform work on an on-call basis, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Sourcewell EZIQC Contract set forth above for the above-entitled Project. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “Bid Documents” refers to all of the documents included in the Sourcewell solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Contractor shall provide a detailed Contract Work Order including pricing consistent with those rates as provided in the bid documents. Contractor shall not commence work until a Contract Work Order has been executed by the City authorizing the Contractor to perform such work.

1.2 The Bid Documents are incorporated into this Contract and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Contract, the terms of this Contract shall govern.

1.3 Each new project or task under the Scope of Services shall be provided on an on-call basis. Each task shall be indicated by a written request for a Contract Work Order with a description of the work to be performed, and the time for completion. All tasks shall be carried out in conformity with all provisions of this Contract. In the event of a conflict between the provision of any Contract Work Order and any term of this Contract, the provisions of this Contract shall prevail.

1.4 Contractor must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task (“Task Budget”), using the itemized fees as set forth in the Bid Documents, explain how the cost was determined; and, a schedule for completion of the task (“Task Days”).

1.5 Department Contact shall in writing approve, modify or reject the Contract Work Order.

1.6 The task shall be performed at a cost not to exceeding the Task Budget.

1.7 Contractor shall complete the task and deliver all deliverables to Department Contact by the Task Completion Date.

2. CONTRACT DOCUMENTS.

2.1 The provisions of the 2024 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents or further herein. In the event of any conflict between the provisions of the Greenbook and this Contract, the terms of this Contract and the Exhibits attached hereto shall govern.

2.2 Copies of the Standard Specifications for Public Works Construction are available from the publisher:

Building News, Inc. (BNi)
990 Park Center Drive, Suite E Vista, CA 92081
(760) 734-1113
www.bnibooks.com

2.3 The aforementioned Standard Specifications will control the General Provisions, construction materials, and construction methods for this Contract except as amended by the Plans and Specifications of this Contract.

2.4 Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed completed and in place and that only the best general practice is to be used.

2.5 Unless otherwise specified, Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract.

2.6 The Contract Documents include this Contract, the Bid Documents, the Standard Specifications, any and all Exhibits thereto, all design documents, and contract change orders, any Contract Work Orders and all bonds and insurance documents. The Contract Documents are complementary, and what is called for by any one document shall be as binding as if called for by all. Any conflict between this Contract and any other Contract Document shall be resolved in favor of this Contract with the exception that any later amendments hereto or change orders shall take precedence over this Contract.

3. CITY APPROVAL.

3.1 All labor, materials, tools, equipment, and services shall be furnished and work performed and completed under the direction and supervision and subject to the approval of City or its authorized representatives.

4. LICENSES, PERMITS FEES AND ASSESSMENTS

4.1 Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Contract. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Contract, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any

such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

5. CONTRACT AMOUNT AND SCHEDULE.

5.1 City agrees to pay and Contractor agrees to receive and accept the prices set forth in each Contract Work Order as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. The total of all payments made to Contractor shall not exceed the Contract Sum set forth above.

5.2 Contractor agrees to complete the work on the Project in a period not to exceed the Task Days set forth in each Contract Work Order. Work shall not commence until bonds and insurance are approved by City. Task Days shall be computed as calendar days and not as working or business days. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply.

6. PAYMENT AND INVOICING.

6.1 All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Contract, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Contract, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change. Additionally, Contractor shall submit the following information with each monthly invoice: (1) an updated Project schedule reflecting all work completed and the percentage completion of all scheduled work; (2) the number of units completed for any work being performed on a unit price basis; (3) a report documenting all issues, concerns, and delays the Contractor's method of addressing said concerns; (4) in the event Contractor is not meeting the approved Project schedule, a resource-loaded recovery schedule demonstrating how Contractor will meet the approved Project schedule; (5) a list of all deliverables in process and the status of each deliverable; (6) a list of any pending requests for information or clarification and change orders and the status of each item on the list; and (7) a log of all pending corrective work and/or warranty items identified by either Party and the status of such work and/or warranty items.

6.2 Payment.

a. Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Contract. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's

correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code § 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

6.3 Payments Made by Contractor to Subcontractors. In accordance with § 7108.5 of the California Business and Professions Code, Contractor shall remit payments owed to subcontractors within seven (7) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor, unless otherwise agreed to in the applicable subcontract between Contractor and Subcontractor or unless otherwise authorized by California law, but in no event less than fifteen (15) calendar days for any Subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any Subcontractor other than a small business enterprise.

6.4 Retention. Pursuant to § 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with § 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

6.5 Waiver. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

7. ADDITIONAL WORK AND CHANGE ORDERS.

7.1 City shall have the right at any time during the performance of the services, without invalidating this Contract, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City to the Contractor, incorporating therein any adjustment in the Contract Sum, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and City prior to commencing the extra work thereunder.

7.2 Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively and which are not detrimental to the Work or to the interest of the City, may be approved by the City Manager. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

7.3 Any adjustment in the Contract Sum for a Change Order must be in accordance with the unit prices or rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

a. Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is performed. The use of labor classifications that would increase the cost of such work shall not be permitted. For purposes of this Section, wages shall include total compensation, including fringe benefits. For work that is self-performed by the Contractor, a markup not to exceed fifteen percent (15%) of the actual cost of labor for that portion of work is allowable. For work performed by a Subcontractor, a markup of fifteen percent (15%) of the actual cost of labor for work performed by the Subcontractor's own forces is allowable, plus two and one-half percent (2.5%) thereon for Contractor markup regardless of which tier of Subcontractor actually performed the work.

b. Materials and Equipment: The cost of materials and equipment shall be the actual cost to Contractor or the lowest current price which such materials and equipment are reasonably available at the time the work is performed, whichever is lower. For purposes of this Section, Contractor may include a markup on the cost of materials and equipment of not more than fifteen percent (15%). Material re-stocking charges shall be limited to five percent (5%) and Contractor must provide evidence of any related charges from the supplier. For rental equipment, City will not pay Contractor for the use of tools and equipment that have a replacement value of $750 or less.

c. If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work performed under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

7.4 It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

7.5 No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

7.6 Additional work shall not include work performed by any of the following:

a. Superintendent(s).

b. Assistant Superintendent(s).

c. Project Engineer(s).

d. Project Manager(s).

e. Scheduler(s).

f. Estimator(s)

g. Drafting or detailing

h. Small tools (with a replacement value under $500)

i. Home or field office expenses, including staff, materials, and supplies.

j. Trailer or storage rental and expenses, whether on the Site or off the Site.

k. Data processing personnel and equipment

l. Site fencing

m. Utilities, including, without limitation, gas, electric, sewer, water, telephones.

n. Telephone, facsimile, e-mail and copier.

o. Overhead, administrative, or general expenses of any kind.

p. Loss of efficiency or productivity, or other impact costs caused by the effects of the Additional Work on the performance of other work or the work of other trades on the Project.

q. Capital expenses, including interest on capital employed in connection with Additional Work.

r. Legal costs.

s. Federal, State, or local income and franchise taxes.

t. Profit.

7.7 The term "markup" shall be defined as including the full amount of compensation and expenses including overhead and profit not included in the actual allowable costs. For all Change Orders, unless a lump sum amount is approved by the City, Contractor shall submit an itemized breakdown of the Change Order costs with all markups clearly identified.

7.8 City may also, with or without cause, issue deductive Change Orders reducing or removing any portion of the Scope of Work, upon provision of notice to Contractor. In the event the City desires to issue a deductive Change Order. Any adjustment in the Contract sum for a deductive Change Order shall be calculated in the same manner as a Change Order for Additional Work as set forth in this Section.

8. PAYMENTS/ACCEPTANCE OF WORK.

8.1 Any conflicting language in the Standard Specifications relating to payments and acceptance of work is hereby replaced with the following:

a. The closure date for the purpose of making partial progress payments will be the last day of each month. Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to City for approval by the tenth (10th) day of the following month. Payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. A full five percent (5%) retention will be deducted from all progress payments. Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

b. Upon completion of the work for any given Contract Work Order, Contractor shall so notify the Project Manager, in writing, submit satisfactory evidence of payment for equipment, materials and labor, and submit the "Contractor's Affidavit." Upon receipt of the notification, the Project Manager shall promptly, by personal inspection, determine the actual status of the work in accordance with the terms of the Contract. If he finds materials, equipment, or workmanship that do not meet the terms of the Contract, he shall prepare a preliminary punch list of such items and submit it to Contractor. Final determination of acceptability shall be made by City. Upon acceptance of the work, City shall file a Notice of Completion. The conditions of the guarantee shall commence on the date that City files a Notice of Completion. City shall make final payment to Contractor in the manner provided by law following the expiration of thirty-five (35) days after filing the Notice of Completion.

c. The final payment for any Contract Work Order shall include the entire sum found to be due hereunder after deducting all previous payments and such other lawful amounts as the terms of this Contract describe.

9. LIQUIDATED DAMAGES; EXTENSION OF TIME.

9.1 In accordance with Government Code Section 53069.85, and if so provided in any Contract Work Order, Contractor agrees to forfeit and pay to City the Liquidated Damages Sum set forth above per day for each calendar day completion is delayed beyond the time allowed pursuant to any Contract Work Order issued pursuant to this Contract. Such sum shall be deducted from any payments due to or to become due to Contractor.

9.2 The time period(s) specified for performance of the services rendered pursuant to this Contract shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days

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

10. WAIVER OF CLAIMS.

10.1 Unless a shorter time is specified elsewhere in this Contract, on or before making final request for payment, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Contract or any specific Contract Work Order; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against City under or arising out of this Contract except those previously made in writing and request for payment. Contractor shall be required to execute an affidavit, release, and indemnify agreement with each claim for payment.

11. PREVAILING WAGES.

11.1 Public Work. The Parties acknowledge that the work to be performed under this Contract is a "public work" as defined in Labor Code § 1720 and that this Contract is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with § 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Contract is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

11.2 Registration with DIR. Pursuant to Labor Code § 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Contract.

11.3 Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code § 1771. Pursuant to Labor Code § 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Contract, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Contract. If this Contract is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each person employed on the Project.

11.4 Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code §§ 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for

the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any subcontractor.

11.5 Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code § 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in § 1776; certify and make such payroll records available for inspection as provided by § 1776; and inform the City of the location of the records.

11.6 Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code §§ 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, §§ 200, et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned sections for all apprenticeable occupations. Prior to commencing work under this Contract, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Contract, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

11.7 Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code § 1810.

1.1 Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code § 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code § 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

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

12. WORKERS' COMPENSATION LIABILITY INSURANCE.

12.1 California Labor Code §§ 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees.

12.2 In accordance with the provisions of California Labor Code § 1861, Contractor certifies as follows:

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

13. INDEMNIFICATION.

13.1 All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of Contractor alone.

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

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

13.4 City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

14. INSURANCE.

14.1 Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Contract, Contractor shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described in Exhibit "B" attached hereto and incorporated herein.

15. CONTRACTOR'S INDEPENDENT INVESTIGATION.

15.1 No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Contract out to bid will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

15.2 By executing this Contract, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Contract. If the services involve work upon any site, Contractor warrants that Contractor has investigated the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

16. WARRANTY.

16.1 Contractor warrants all work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non conformance of the work to the Contract, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed

to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

17. CONFLICT OF INTEREST.

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

17.2 No officer or employee of the City shall have any financial interest, direct or indirect, in this Contract nor shall any such officer or employee participate in any decision relating to the Contract which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Contract.

17.3 Contractor warrants that they have no blood or marriage relationship, and that they are not in any way associated with any City officer or employee, or any architect, engineer, or other preparer of the Drawings and Specifications for this project. Contractor further warrants that no person in his employ has been employed by City within one (1) year of the date of Notice Inviting Bids. Contractor's duties and services under this Contract shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Contract.

17.4 Contractor warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities or promises to City's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

18. CONTRACTOR'S AFFIDAVIT.

18.1 After completion of the work contemplated by this Contract, Contractor shall file with the City Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the project have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice that has been filed under the provisions of the laws of the State of California.

19. SIGNATURE OF CONTRACTOR

19.1 Corporations: The signature must contain the name of the corporation, must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's office.

19.2 Partnerships: Names of all persons comprising the partnership or co-partnership must be stated. The Contract must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging signer to be a general partner is presented to the City, in which case the general partner may sign.

19.3 Joint Ventures: Bids submitted as joint ventures must so state and the Contract is to be signed by each joint venturer.

19.4 Individuals: Bids submitted by individuals must be signed by the bidder, unless an up-to-date power of attorney is on file in the City, in which case said person may sign for the individual. The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated in the signature.

20. SECURITY.

20.1 Performance and Payment Bonds. Concurrently with execution of this Agreement and/or prior to commencing any work pursuant to any Contract Work Order, Contractor shall deliver to the City all of the following bonds:

a. A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Contract.

b. A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement.

c. In the alternative, Contractor may supply separate security upon the issuance of each Contract Work Order equal to 100% of the contract amount for that Contract Work Order in lieu of a single security for the total Contract Sum.

20.2 All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released.

20.3 Sufficiency of Insurer or Surety. Insurance and bonds required by this Contract shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

20.4 Release of Securities. City shall release the performance bond and payment bond when the following have occurred:

a. Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under this Contract;

b. the Project has been accepted; and

c. after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

20.5 In accordance with Section 22300 of the Public Contracts Code, Contractor may substitute securities for any monies withheld by City to ensure performance under the Contract.

20.6 At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City or with a State or Federally chartered bank or an escrow agent who shall pay such monies to Contractor upon notification by City of Contractor's satisfactory completion of the Contract. The type of securities deposited and the method of release shall be approved by the City Attorney's office.

21. DEFAULTS.

21.1 Default of Contractor. Contractor's failure to comply with the provisions of this Contract shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Contract, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance, or such longer time as is approved by the City. In the event that

Contractor fails to cure its default within such period of time or if the default reoccurs, the City shall have the right, notwithstanding any other provision of this Contract, to terminate this Contract without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Contract.

21.2 Suspension and Termination.

a. The City may at any time, for any reason, with or without cause, suspend this Contract, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

b. This Contract may be terminated by either party for cause. In the event Contractor desires to the terminate the Agreement for cause, Contractor shall provide City with notice of the basis for the termination for cause and an opportunity to cure of not less than ten (30) calendar days. The City may terminate this Contract without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

22. RESOLUTION OF CLAIMS.

22.1 In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the Parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined as set forth below. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

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

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

22.4 The following requirements apply to all claims to which this section applies:

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

b. Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

c. City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 calendar days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 calendar days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 calendar days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual Contract of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 calendar days (if the claim is less than $50,000, within 15 calendar days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

e. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 calendar days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

(i) If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

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

the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

g. Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code section 900 et seq., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

h. (h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 calendar days, but no earlier than 30 calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 calendar days by both Parties of a disinterested third person as mediator, shall be commenced within 30 calendar days of the submittal, and shall be concluded within 15 calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, either Party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other Party arising out of the trial de novo.

23. NOTICE TO CITY OF CLAIMS OR LABOR DISPUTES.

23.1 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to City.

24. RECORDS, REPORTS, AND RELEASE OF INFORMATION

24.1 Records. Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Contract and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

24.2 Reports. Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Contract as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Contract. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

24.3 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Contract shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Contract, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects

and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

24.4 Confidentiality and Release of Information. Information gained or work product produced by Contractor in performance of this Contract shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

24.5 Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Contract. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

24.6 If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Contract, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

24.7 Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

25. UTILITY LOCATION.

25.1 To the extent required by Government Code § 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City

from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Contract is subject to Government Code§§ 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

26. REGIONAL NOTIFICATION CENTERS.

26.1 Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4216.2.

27. TRENCH PROTECTION AND EXCAVATION.

27.1 Pursuant to Labor Code § 6705, if this Project requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

27.2 The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

27.3 This Section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

27.4 This Section shall not be construed to impose tort liability on the City or any of its employees.

27.5 Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

28. PROTECTION AND CARE OF WORK AND MATERIALS.

28.1 The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Contract to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

29. HAZARDOUS CONDITIONS.

29.1 Contractor shall, without disturbing the condition, notify City, in writing, as soon as Contractor, or any of Contractor's subcontractors, agents, or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

a. The presence of any material that Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;

b. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or

c. Unknown physical conditions at the site of any unusual nature, different materially for those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

29.2 Pending a determination by City of appropriate action to be taken, Contractor shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

29.3 City shall promptly investigate the reported conditions. If City, through and in the exercise of its sole discretion, determines that the conditions do materially differ or do involve hazardous waste, and will cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, then City shall issue a change order.

29.4 In the event of a dispute between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights that pertain to the resolution of disputes and protests between the parties.

30. CARB COMPLIANCE.

30.1 For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor’s violation of any regulation set forth in 13 CCR 2449.

31. INSPECTION.

31.1 The work shall be subject to inspection and testing by City and its authorized representatives during manufacture and construction and all other times and places, including, without limitation, the plans of Contractor and any of its suppliers. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All inspections and tests shall be performed in such manner as to not unduly delay the work. The work

shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the work.

32. CONTRACTOR STATUS.

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

32.2 Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor, and Contractor shall make no representation to that effect.

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

33. GENERAL TERMS.

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

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

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

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

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

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

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

33.7 Governing Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside,

State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.

33.8 Provisions Required By Law. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

33.9 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Contract meaningless.

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

33.11 Counterparts. This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Contract. All signatures on bonds must be originals.

33.12 Written Notice. Any written notice required to be given in any part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of Contractor as set forth above, and to City addressed to the Project Manager as follows:

City of Murrieta
1 Town Square
Murrieta, CA 92562

34. CONTRACT MODIFICATIONS

34.1 Additional terms and conditions of this Contract, if any, or any modifications or revisions to the standard terms and conditions herein are made a part hereof as set forth in the “Contract Modifications” attached hereto as Exhibit A and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit A and any other provisions of this Contract, the provisions of Exhibit A shall govern.

35. FEDERAL FUNDING.

35.1 If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Contract, the terms of Exhibit E are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit may be omitted.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date and year set forth below.

CITY OF MURRIETA

By:_____

Cindy Warren, Mayor

Date: _____

ATTEST:

By:_____

Cristal McDonald, City Clerk

Date: _____

APPROVED AS TO FORM

ALESHIRE & WYNDER, LLP

By: _____

Tiffany Israel, City Attorney

CONTRACTOR:

By:_____

Name: Kinan Kotrash

Title: Vice President

Date: _____

By:_____

Name: Kinan Kotrash

Title: Secretary

Date: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Contractor's business City.

EXHIBIT A

CONTRACT MODIFICATIONS
(Superseding Contract Boilerplate)

N/A

EXHIBIT B

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence.** If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit**.**

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000 per accident for bodily injury and property damage.**

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease.** (Not required if Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall

provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor**'s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's

obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT C

PERFORMANCE BOND

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

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

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

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

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

Executed this day of _____, ____.

Seal of Corporation _____

By:_____

Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to:

_____ _____

Name Address

_____

City and State

_____

Telephone Number

By:_____

Attorney in Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

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

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

EXHIBIT D

PAYMENT BOND

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

Executed this day of _____, ____.

Seal of Corporation _____

By:_____

Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to:

_____ _____

Name Address

_____

City and State

_____

Telephone Number

By:_____

Attorney in Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

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

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

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R8-GB-101723-HRZ

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 144093.00 Work Order Date: 09/29/2025

Work Order Title: Murrieta - Torrey Pines Park Turf Replacement

Owner Name:	City of Murrieta	Contractor Name:	Horizons Construction Co. Int'l, Inc.
Contact:	Brian Crawford	Contact:	Kinan Kotrash
Phone:	(951) 461-6047	Phone:	(714) 626-0000

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB-101723-HRZ.

Brief Work Order Description:

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [X] Will not apply: [ ]

Work Order Firm Fixed Price: $547,337.02

Owner Purchase Order Number:

Approvals

City of Murrieta Date

Horizons Construction Co. Int'l, Inc. Date

Detailed Scope of Work

To:	Kinan Kotrash Horizons Construction Co. Int'l, Inc. 432 W. Meats Ave. Orange, CA 92865 (714) 626-0000	**From:**	Brian Crawford City of Murrieta 1 Town Square Murrieta, CA 92562 (951) 461-6047

Date Printed: September 29, 2025

Work Order Number: 144093.00

Work Order Title: Murrieta - Torrey Pines Park Turf Replacement

Brief Scope:

	Preliminary		**Revised**	X	**Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Murrieta - Torrey Pines Park Turf Replacement
Work order reference number: 144093.00
Detailed scope of work provided as attached document:

Subject to the terms and conditions of ezIQC Contract **CA-R8-GB-101723-HRZ**.

Horizons Construction Co. Int'l, Inc. _____ Date _____

City of Murrieta _____ Date _____

Murrieta - Torrey Pines Park Turf Replacement
Work order reference number: 144093.00
Detailed scope of work:

Base scope of work:

1. Site Preparation & Demolition
2. Synthetic Turf Installation
3. Warranty
    - Remove and properly dispose of all existing synthetic turf from the designated infield, bullpens, and warning track areas.
    - Regrade the existing aggregate base to meet FieldTurf installation tolerances.
    - Replace existing nailer boards as required for new turf installation.
    - Furnish and install FieldTurf DoublePlay Speed system across the infield surface.
    - Provide and install inlaid infield baseball markings to match standard field layouts and comply with current regulations.
    - Provide an 8-year third-party pre-paid insured warranty covering the installed FieldTurf artificial grass surface.

- Note: The base areas and sliding zones shall carry a 2-year manufacturer's warranty.
- Excluded from warranty coverage are the following high traffic use zones:
    - Home plate
    - Pitcher's mound
    - Pitcher's lane
    - Catcher's box
    - Batting cage
    - Bullpen area

Alternates:

- Alternate No. 1 – Supplemental Turf & Velcro Sets
    - Provide 3 sets of extra synthetic turf material (for first, second, and third base sliding lanes).
    - Provide 3 sets of Velcro replacements for the batter's box and pitching lane.
    - Materials will be shipped with the main field delivery and stored on-site for future replacement needs.
    - Labor for replacement beyond initial installation is not included
- Alternate No. 2 – Concrete Recessed Home Plate Area with Horse Mat
    - Excavate existing dirt to a depth of approximately 12 inches in the designated home plate area.
    - Install a fabric base layer.
    - Import, place, and compact a 6-inch crushed rock base section.
    - Layout, form, and prepare for concrete pour. Pump, place, and finish concrete slab section.
    - Remove forms, backfill, and compact edges with imported rock material.
    - Perform site cleanup following concrete work.
    - Furnish and install rubber stall mats within the batter's box and catcher's area.

- Alternate No.3 –
    - GroomRight and FieldSweep

Exclusions:

The following items are not included in this Scope of Work unless otherwise noted:

- Base stabilization, drainage system improvements, or subsurface modifications..
- G-max testing unless specifically requested.
- Supply or adjustment of existing manholes, clean-outs, or utility covers.
- Site restoration, landscaping, or turf grow-in.
- Tariffs, escalation costs, or any items not explicitly included above
    - Import place and compact 6" crushed rock base section
    - Layout, form, set up concrete pump and pour concrete, finish concrete section
    - Remove forms, backfill, compact edges with imported rock, cleanup from concrete pour
    - Procure and install rubber stall mats for batter's boxes and catcher's area

*Altering drainage system not included.

Contractor's Price Proposal - Summary

Date: September 29, 2025

Re:

IQC Master Contract #:	CA-R8-GB-101723-HRZ
Work Order #:	144093.00
Owner PO #:	
Title:	Murrieta - Torrey Pines Park Turf Replacement
Contractor:	Horizons Construction Co. Int'l, Inc.
Proposal Value:	$547,337.02

Alternate 1	**$17,304.00**
Alternate 2	**$20,334.54**
Section - 01	**$26,201.09**
Section - 32	**$483,497.39**
Proposal Total	**$547,337.02**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: September 29, 2025

Re:

IQC Master Contract #:	CA-R8-GB-101723-HRZ
Work Order #:	144093.00
Owner PO #:	
Title:	Murrieta - Torrey Pines Park Turf Replacement
Contractor:	Horizons Construction Co. Int'l, Inc.
Proposal Value:	$547,337.02

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			

Alternate 1

1	32	18	23	29 0124	SF	2" Height, Linked Monofilament Fiber, Polyethylene Synthetic Turf With Rubber/Sand Infill (FieldTurf Prestige XT 50)Excludes preparation of sub-base, grooming, sports lines and logos.							$17,304.00
					Installation	Quantity 2,000.00	x	Unit Price 8.40	x	Factor 1.0300	=	Total 17,304.00	
					3 sets of extra synthetic turf material for first, second and third base sliding lates. includes velcro replacement for batter's box and pitching lane								

Subtotal for Alternate 1 **$17,304.00**

Alternate 2

2	03	11	13	00 0009	LF	Up To 6" High Slab Edge and Block-Out Wood Formwork							$2,289.18
					Installation	Quantity 350.00	x	Unit Price 6.35	x	Factor 1.0300	=	Total 2,289.18	
					form to pour concrete for new recessed home plate area and horse mat								
3	03	11	13	00 00090004	MOD	For Up To 250, Add							$186.95
					Installation	Quantity 150.00	x	Unit Price 1.21	x	Factor 1.0300	=	Total 186.95	
4	03	31	13	00 0037	CY	Up To 6", By Concrete Pump, Place 3,000 PSI Concrete Slab On GradeExcludes pumping equipment.							$4,800.83
					Installation	Quantity 20.00	x	Unit Price 233.05	x	Factor 1.0300	=	Total 4,800.83	
					pour concrete for new recessed home plate area and horse mat								
5	03	31	13	00 00370033	MOD	For 5,000 PSI Concrete, Add							$458.56
					Installation	Quantity 20.00	x	Unit Price 22.26	x	Factor 1.0300	=	Total 458.56	
6	03	31	13	00 00370038	MOD	For High Early Strength, Type 3 ASTM C150, Add							$402.11
					Installation	Quantity 20.00	x	Unit Price 19.52	x	Factor 1.0300	=	Total 402.11	
7	03	31	13	00 00370040	MOD	For Up To 20, Add							$311.68
					Installation	Quantity 20.00	x	Unit Price 15.13	x	Factor 1.0300	=	Total 311.68	
8	03	35	23	00 0002	SF	Exposed Aggregate, Concrete Floor Finish							$1,460.95
					Installation	Quantity 360.00	x	Unit Price 3.94	x	Factor 1.0300	=	Total 1,460.95	
					finish concrete section for new concrete recessed home plate area and horse mat								
9	03	37	16	00 0010	HR	35 CY/HR, 66 HP Trailer Mounted Concrete PumpIncludes hoses							$2,359.28
					Installation	Quantity 16.00	x	Unit Price 143.16	x	Factor 1.0300	=	Total 2,359.28	
					concrete pump for new recessed home plate area and horse mat								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 144093.00
Work Order Title: Murrieta - Torrey Pines Park Turf Replacement

Alternate 2

10	11	68	33	33 0002	SET	Bases For Baseball Or Softball								$1,886.45
					Installation	Quantity 3.00	x	Unit Price 610.50	x	Factor 1.0300	=	Total 1,886.45		
					rubber stall mats for batters boxes and catcher area									
11	31	23	16	13 0007	CY	Excavation For Trenching By Hand In SoilIncludes stockpiling excess materials and trimming sides and bottom of trench.								$3,077.43
					Installation	Quantity 20.00	x	Unit Price 149.39	x	Factor 1.0300	=	Total 3,077.43		
					excavation for new recessed home plate area and horse mat									
12	31	23	16	13 0013	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand								$854.90
					Installation	Quantity 20.00	x	Unit Price 41.50	x	Factor 1.0300	=	Total 854.90		
					backfilling for new recessed home plate area and horse mat									
13	31	23	16	13 0016	CY	Compaction of Fill or Subbase for Trenches by Hand								$964.49
					Installation	Quantity 20.00	x	Unit Price 46.82	x	Factor 1.0300	=	Total 964.49		
					compaction for new recessed home plate area and horse mat									
14	31	32	19	16 0010	SY	16 Ounce/SY, 175 Mil, 425 Lb. Grab Tensile Nonwoven Polypropylene Geotextile Fabric								$288.40
					Installation	Quantity 40.00	x	Unit Price 7.00	x	Factor 1.0300	=	Total 288.40		
					fabric base for new recessed home plate area and horse mat									
15	31	32	19	16 00100089	MOD	For Up To 50, Add								$60.15
					Installation	Quantity 40.00	x	Unit Price 1.46	x	Factor 1.0300	=	Total 60.15		
16	32	11	16	16 0016	SY	6" Class II Crushed Aggregate Base Course								$744.48
					Installation	Quantity 40.00	x	Unit Price 18.07	x	Factor 1.0300	=	Total 744.48		
					crushed rock base for new recessed home plate area and horse mat									
17	32	11	16	16 00160006	MOD	For Up To 500, Add								$188.70
					Installation	Quantity 40.00	x	Unit Price 4.58	x	Factor 1.0300	=	Total 188.70		

Subtotal for Alternate 2 **$20,334.54**

Section - 01

18	01	22	16	00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.								$11,943.66
					Installation	Quantity 10,857.87	x	Unit Price 1.00	x	Factor 1.1000	=	Total 11,943.66		
					Bond and insurance 2% $535,393.36 x 0.02 = $10,857.87									
19	01	22	23	00 0293	WK	3,200 To 3,500 Lb. Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator								$16,311.74
					Installation	Quantity 2.00	x	Unit Price 7,918.32	x	Factor 1.0300	=	Total 16,311.74		
					Skid steer for grading of existing aggregate base and lift and transport of stripped turf material									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 144093.00
Work Order Title: Murrieta - Torrey Pines Park Turf Replacement

Section - 01

20	01	22	23	00 02930069	MOD	For Equipment Without Operator, Deduct								-$2,538.50
							Quantity		Unit Price		Factor		Total	
						Installation	0.50	x	-4,929.12	x	1.0300	=	-2,538.50	
21	01	71	13	00 0002	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.								$484.19
							Quantity		Unit Price		Factor		Total	
						Installation	1.00	x	470.09	x	1.0300	=	484.19	
						delivery of skid steer								

Subtotal for Section - 01 **$26,201.09**

Section - 32

22	32	18	23	29 0121	LF	Nailer Used To Attach G9 Synthetic Turf								$33,925.63
							Quantity		Unit Price		Factor		Total	
						Installation	6,250.00	x	5.27	x	1.0300	=	33,925.63	
						Nailer Board Replacement								
23	32	18	23	29 0124	SF	2" Height, Linked Monofilament Fiber, Polyethylene Synthetic Turf With Rubber/Sand Infill (FieldTurf Prestige XT 50)Excludes preparation of sub-base, grooming, sports lines and logos.								$412,873.44
							Quantity		Unit Price		Factor		Total	
						Installation	47,720.00	x	8.40	x	1.0300	=		
						FieldTurf DoublePlay Speed synthetic turf								
24	32	91	13	36 0018	SY	Removal Of Sod By Hand								$36,698.32
							Quantity		Unit Price		Factor		Total	
						Installation	5,302.00	x	6.72	x	1.0300	=	36,698.32	
						Removal of existing turf								

Subtotal for Section - 32 **$483,497.39**

Proposal Total **$547,337.02**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

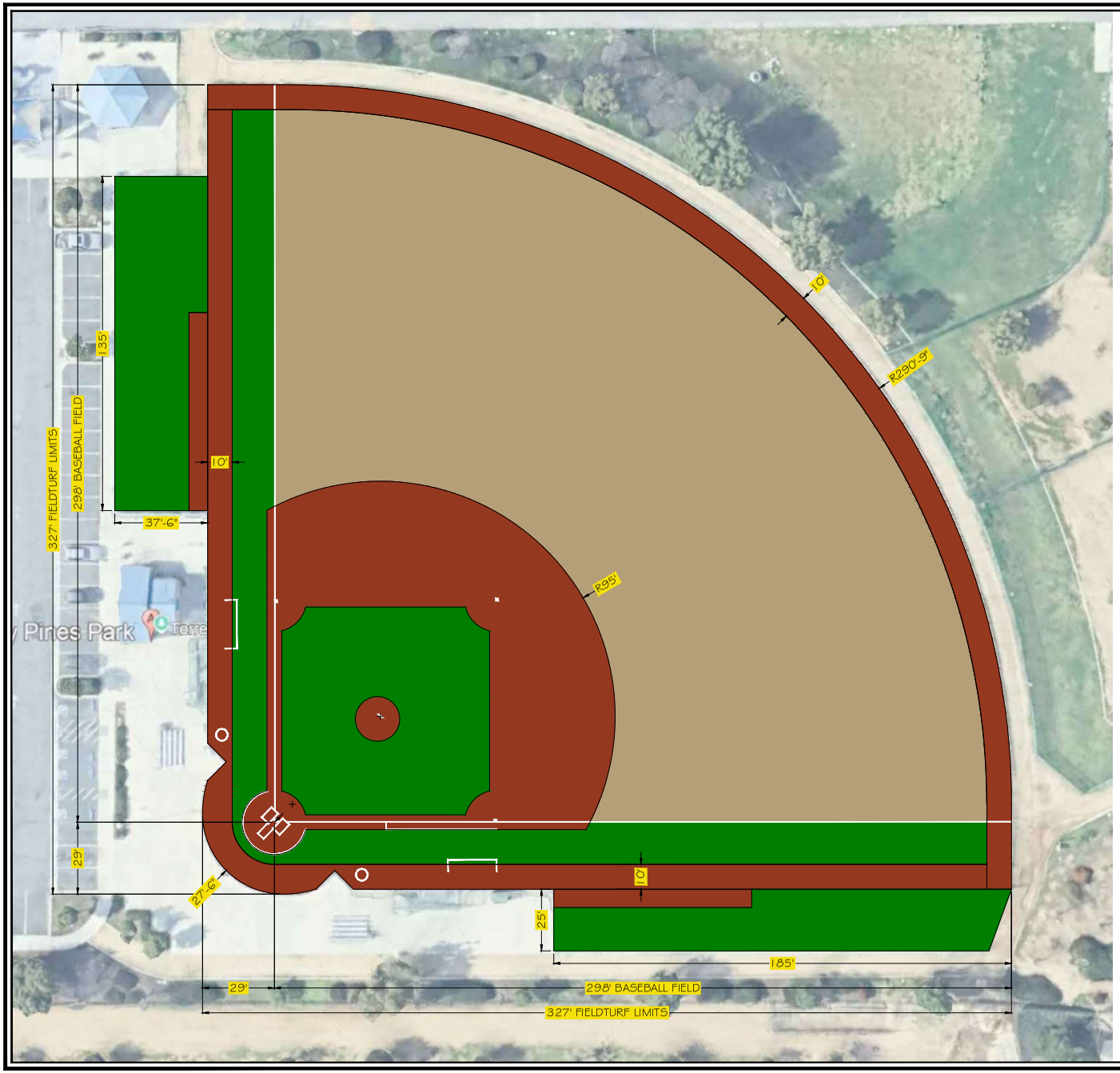
Subcontractor Listing

Date: September 29, 2025

Re:

IQC Master Contract #:	CA-R8-GB-101723-HRZ
Work Order #:	144093.00
Owner PO #:	
Title:	Murrieta - Torrey Pines Park Turf Replacement
Contractor:	Horizons Construction Co. Int'l, Inc.
Proposal Value:	$547,337.02

Name of Contractor	Duties	Amount	%
FieldTurf		$437,900.00	80.01



FTVTP-2
VINTAGE-40-50

OPTION 03

APPROVED BY:	
SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	

SPORT COLORS:

BASEBALL
COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE

LEGEND:

- RUST FIELDTURF INFIELD 11,301 sq. ft.
- FIELD GREEN FIELDTURF INFIELD 6,544 sq. ft.
- FIELD GREEN FIELDTURF OUTFIELD 9,044 sq. ft.
- FIELD GREEN FIELDTURF BULLPEN 8,374 sq. ft.
- RUST FIELDTURF BULLPEN 1,200 sq.ft.
- RUST FIELDTURF WARNING TRACK 11,255 sq. ft.
- TOTAL FIELDTURF 47,717 sq. ft.
- CLAY

FIELD LAYOUT NOTES:

BASEBALL MARKINGS ARE 4" WHITE NFHS STANDARDS.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

NFHS STANDARDS

DRAWN BY:	Y. M. / M. H.
CHECKED BY:	J. B.
SCALE:	1"=40'
TOTAL FIELD AREA:	47,717 sq. ft.
PERIMETER:	1296 ft.

Scale is only accurate when this drawing is printed on 11" X 17" paper.

FieldTurf
A Tarkett Sports Company

TORREY PINES PARK
BASEBALL FIELD
MURRIETA, CA

DATE: SEPTEMBER 09, 2025 | ISSUE: PRESENTATION | FIELD LAYOUT

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GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R8-GB-101723-HRZ

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 144094.00 Work Order Date: 09/29/2025

Work Order Title: Murrieta - LAH Sports Park Turf Replacement

Owner Name:	City of Murrieta	Contractor Name:	Horizons Construction Co. Int'l, Inc.
Contact:	Brian Crawford	Contact:	Kinan Kotrash
Phone:	(951) 461-6047	Phone:	(714) 626-0000

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB-101723-HRZ.

Brief Work Order Description:

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [X] Will not apply: [ ]

Work Order Firm Fixed Price: $447,513.34

Owner Purchase Order Number:

Approvals

City of Murrieta Date

Horizons Construction Co. Int'l, Inc. Date

Detailed Scope of Work

To: Kinan Kotrash
Horizons Construction Co. Int'l, Inc.
432 W. Meats Ave.
Orange, CA 92865
(714) 626-0000

From: Brian Crawford
City of Murrieta
1 Town Square
Murrieta, CA 92562
(951) 461-6047

Date Printed: September 29, 2025

Work Order Number: 144094.00

Work Order Title: Murrieta - LAH Sports Park Turf Replacement

Brief Scope:

☐ **Preliminary**	☐ **Revised**	☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Murrieta - LAH Sports Park Turf Replacement
Detailed scope of work:
Base scope of work:

1. Site Preparation & Demolition
   - Remove and dispose of the existing synthetic turf system across the soccer field area.
   - Regrade the existing aggregate base to meet FieldTurf tolerances. Existing base is assumed to be a Class II permeable aggregate.
2. Nailer Board Replacement
   - Remove and replace existing nailer boards, up to 980 linear feet, to ensure compatibility with the new turf system and proper anchoring.
3. Synthetic Turf Installation
   - Furnish and install FieldTurf Vertex CORE 2" synthetic turf system across the entire playing surface.
   - The system includes:
     - 2-inch pile height
     - Sand and cryogenic rubber infill
     - Standard FieldTurf backing system and performance specifications.
4. Field Markings
   - Furnish and install inlaid soccer field markings in compliance with regulation soccer standards.
   - Markings to be permanently integrated into the turf system for long-term durability.
5. Maintenance Equipment
   - Provide and include GroomRight and FieldSweep maintenance equipment for long-term upkeep of the turf system.
6. Warranty
   - Provide a 10-year third-party pre-paid insured warranty on the FieldTurf artificial grass surface. Warranty covers standard use areas and is backed by an independent insurer.

Detailed Scope of Work Continues..

Work Order Number: 144094.00
Work Order Title: Murrieta - LAH Sports Park Turf Replacement

Subject to the terms and conditions of ezIQC Contract **CA-R8-GB-101723-HRZ**.

Horizons Construction Co. Int'l, Inc. Date

City of Murrieta Date

Contractor's Price Proposal - Summary

Date: September 29, 2025

Re:

IQC Master Contract #:	CA-R8-GB-101723-HRZ
Work Order #:	144094.00
Owner PO #:	
Title:	Murrieta - LAH Sports Park Turf Replacement
Contractor:	Horizons Construction Co. Int'l, Inc.
Proposal Value:	$447,513.34

Section - 01	**-$28,366.44**
Section - 32	**$475,879.78**
Proposal Total	**$447,513.34**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: September 29, 2025

Re:

IQC Master Contract #:	CA-R8-GB-101723-HRZ
Work Order #:	144094.00
Owner PO #:	
Title:	Murrieta - LAH Sports Park Turf Replacement
Contractor:	Horizons Construction Co. Int'l, Inc.
Proposal Value:	$447,513.34

	Sect.		Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)				
Section - 01							
1	01	22	16	00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	-$38,000.00
						Installation — Quantity: -38,000.00 x Unit Price: 1.00 x Factor: 1.0000 = Total: -38,000.00	
						Contractor discount	
2	01	22	16	00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	$9,633.56
						Installation — Quantity: 8,757.78 x Unit Price: 1.00 x Factor: 1.1000 = Total: 9,633.56	
						Bond and insurance 2% $437,879.78 x 0.02 = $8,757.78	
Subtotal for Section - 01							**-$28,366.44**
Section - 32							
3	32	18	23	29 0121	LF	Nailer Used To Attach G9 Synthetic Turf	$5,210.98
						Installation — Quantity: 960.00 x Unit Price: 5.27 x Factor: 1.0300 = Total: 5,210.98	
						Replace nailer boards	
4	32	18	23	29 0124	SF	2" Height, Linked Monofilament Fiber, Polyethylene Synthetic Turf With Rubber/Sand Infill (FieldTurf Prestige XT 50)Excludes preparation of sub-base, grooming, sports lines and logos.	$470,668.80
						Installation — Quantity: 54,400.00 x Unit Price: 8.40 x Factor: 1.0300 = Total:	
						Install FieldTurf Vertex CORE 2" includes inlaid soccer markings, groomright and fieldsweep	
Subtotal for Section - 32							**$475,879.78**

Proposal Total **$447,513.34**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

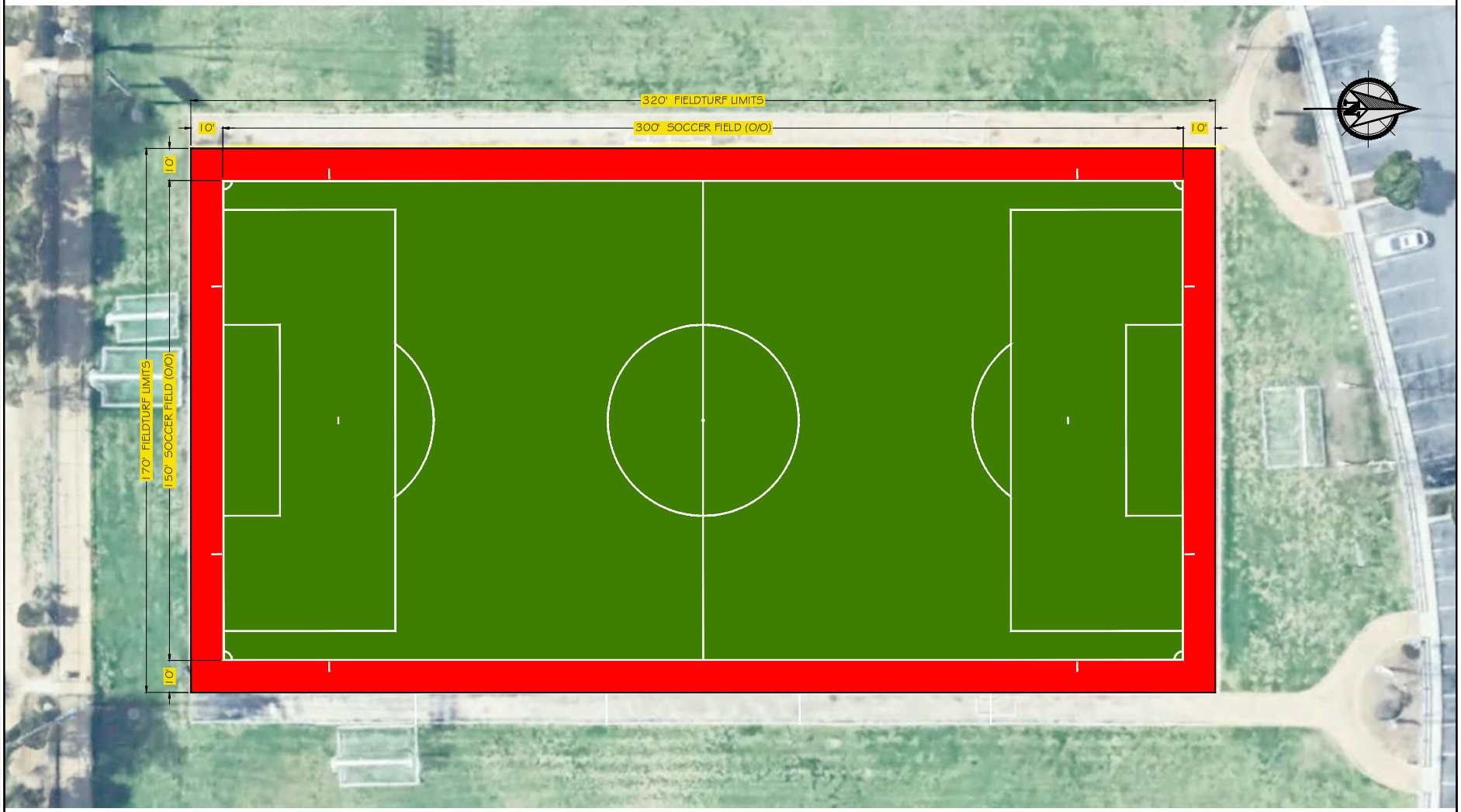
Date: September 29, 2025

Re:

IQC Master Contract #:	CA-R8-GB-101723-HRZ
Work Order #:	144094.00
Owner PO #:	
Title:	Murrieta - LAH Sports Park Turf Replacement
Contractor:	Horizons Construction Co. Int'l, Inc.
Proposal Value:	$447,513.34

Name of Contractor	Duties	Amount	%
FieldTurf		$372,340.00	83.20

FTVTP2-CORE



DRAWN BY:	Y. M.
CHECKED BY:	J. B.
SCALE:	1"=30'
TOTAL FIELD AREA:	54,400 sq. ft.
PERIMETER:	980 ft.

Scale is only accurate when this drawing is printed on 11" X 17" paper.

FieldTurf
A Tarkett Sports Company

LOS ALAMOS SPORTS PARK
SOCCER FIELD
MURRIETA, CA

DATE: FEBRUARY 18, 2025 | ISSUE: PRESENTATION | FIELD LAYOUT

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APPROVED BY:
SIGNATURE:
PRINTED NAME:
TITLE:
DATE:

SPORT COLORS:

SOCCER
COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE

LEGEND:

RED FIELDTURF
9,388 sq. ft.

FIELD/SUMMER GREEN FIELDTURF
45,012 sq. ft.

TOTAL FIELDTURF
54,400 sq. ft.

FIELD LAYOUT NOTES:

SOCCER MARKINGS ARE 4" WHITE NON-STANDARD.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

CONCEPTUAL DRAWINGS ONLY: DRAWINGS ARE INTENDED ONLY TO BE A GRAPHIC RENDERING FOR PURPOSES OF PRELIMINARY PRESENTATION; ALL DISTANCES AND MEASUREMENTS ARE APPROXIMATE IN NATURE AND SUBJECT TO FIELD VERIFICATION.

SUBCONTRACTORS LIST

LOS ALAMOS HILLS AND TORREY PINES PARK
SYNTHETIC TURF REPLACEMENT PROJECT CIP 22039

As required by California State Law, the General Contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of thework in an amount in excess of one-half of one percent (0.5%) of the General Contractor's total bidand will state the firm name and principal location of the mill, shop, or office of each. If a GeneralContractor fails to specify a subcontractor, or if he specifies more than one (1) subcontractor for thesame portion of work to be performed under the Contract in excess of one-half of one percent (0.5%),he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

(Identify by *Asterisk Certified DBE Contractors)

Bid Item Number	Name of Subcontractor - Trade	Address/ Telephone
2,4-6,8,10-12	FieldTurf USA Inc. -Turf	7445 COte-De-Liesse Suite 200 Montreal Quebec, H4T 1G2 514-375-2570

NOTE: If alternate bids are called for, and the General Contractor intends to use different oradditional subcontractors on the alternates, he must provide a separate list ofsubcontractors for each alternate.

Signature of Bidder

Kinan Kotrash
V. President

BIDDER'S AGREEMENT

LOS ALAMOS HILLS AND TORREY PINES PARK
SYNTHETIC TURF REPLACEMENT PROJECT CIP 22039

The undersigned also agrees as follows:

FIRST: Execute the Contract and submit with the proposal in the sealed bid.

SECOND: Within **ten (10) calendar days** from the receipt of the Notice of Award of Contract, furnish to City, two (2) satisfactory bonds in the amounts specified in the Notice Inviting Bids guarantying the faithful performance of the work and payment of bills.

THIRD: To begin work within **ten (10) calendar days** after the date specified in the Notice to Proceed.

Accompanying this proposal is cash, a cashier's check, or a certified check of a bidder's bond for notless than ten percent (10%) of the total amount of the bid payable to City which is to be forfeited, asliquidated damages, if, in the event Contractor does not execute the Contract and furnish satisfactorybonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check, or bidder's bond is to be returned to the undersigned. Within fifteen
(15) calendar days after award of this Contract, City will return the bidder's bond accompanying such proposal not considered in making the award. All other bidder's bonds will be held until theContract has been finally executed; they will then be returned to the bidders whose proposals theyaccompany.

Horizons Construction Co. Int'l, Inc.
BIDDER'S NAME

432 W. Meats Ave. Orange, CA 92865
BIDDER'S ADDRESS

IMPORTANT NOTICE: If bidder is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager; if co-partnership, state true name of firm and names of all individual co-partners composing firm; or, if individual, state first and last names in full.

Kinan Kotrash	V. President	10/09/2025
Officer's Signature	Title	Date
Kinan Kotrash	Secretary	10/09/2025
Officer's Signature	Title	Date
Officer's Signature	Title	Date

Signature and title of the officer(s) set forth above shall be authorized to sign contracts on behalf of the corporation, co-partnership, or individual. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a Power of Attorney must be on file with City prior to or at time of bid opening; otherwise, the bid will be subject to rejection by City Council.

STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

LOS ALAMOS HILLS AND TORREY PINES PARK
SYNTHETIC TURF REPLACEMENT PROJECT CIP 22039

The bidder is required to state what work of a similar character to that included in the proposed Contract he has successfully performed, especially for public agencies, and give references that willenable City to judge his responsibility, experience, skill, and business and financial standing. Detailany involvement, past or current, relative to litigation or other disputes, if any, concerning your performance.

City of Cypress Nick Mangkalakiri 714-229-6729

Cypress Sports Park $10,881,046.69

City of Tustin Jason Churchill 714-573-3355

Pine Tree Park Improvements $2,096,819.17

City of Adelanto Richard Burgess 760-246-2300 Ext. 11146

Jonathan and Chamberlain Park $2,776,252.76

Signature of Bidder

Kinan Kotrash
V. President

CITY OF MURRIETA, MUNICIPAL SERVICES DEPARTMENT

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

LOS ALAMOS HILLS AND TORREY PINES PARK
SYNTHETIC TURF REPLACEMENT PROJECT CIP 22039

The bidder is required to state any and all instances of being disqualified, removed, or otherwiseprevented from bidding on or completing any contract for construction.

1. Have you ever been disqualified from any contract?

   Yes_____ No_X_____

2. If yes, explain the circumstances:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

_____
Kinan Kotrash, Signature of Bidder
V. President

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No. 6.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Crawford, Municipal Services Director

PREPARED BY: Sarah Russell, Management Analyst

SUBJECT: Purchase of Municipal Services Dump Trucks

RECOMMENDATION

Approve the purchase of two Ford F-750 dump trucks under the City's current agreement with Enterprise Fleet Management; and

Authorize the City Manager to execute the Enterprise Open-End (Equity) Lease Rate Quote No. 8781562.

PRIOR ACTION/VOTE

On May 7, 2019, the City Council adopted Resolution 19-4080, approving 1) Execution of the Enterprise Fleet Management Agreement, and 2) Authorizing the City Manager to execute the Enterprise Agreement and all related documents on behalf of the City (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

DISCUSSION

The California Air Resources Board (CARB) Advanced Clean Fleet (ACF) Regulation, implemented in January 2024, is designed to accelerate the transition of truck fleets operating in California to zero-emission vehicles (ZEVs) to improve air quality and meet climate goals. For local governments, fifty percent (50%) of new vehicle purchases must be ZEVs starting in 2027, and one hundred percent (100%) of purchases by 2030.

The Municipal Services Department operates two (2) diesel-powered dump trucks, a 2003 and a 2007 Ford F-750, that require increased maintenance and the growing frequency of CARB-mandated emissions testing and reporting. The Department wants to replace these dump trucks with modern, gasoline-powered Ford F-750s. Gasoline-powered trucks have cleaner emissions, require less maintenance, are less expensive to operate, and follow a routine emissions testing schedule of once every two (2) years. Purchasing the trucks now will hedge against changing regulations impacting diesel trucks, allowing the City of Murrieta (City) to get ahead of

the coming ACF regulation.

The City currently contracts with Enterprise Fleet Management (EFM) to procure and dispose of fleet vehicles. EFM can only lease vehicles to its customers since the company is not a car dealership, and there are multiple ways to structure leases. Generally, the City has structured leases to pay down the full capitalized cost of the vehicle, plus fees, over 60 months, with no residual amount owed at the end of the lease period. Paying the cost over time benefits agencies that cannot commit funds to large capital expenditures. In 2019, the City had a relatively old non-public safety fleet that needed to be replaced, so paying for the vehicles over 60 months made sense. However, starting this fiscal year, a fleet vehicle replacement fund has been established so that these capital expenditures can be planned and funded over several years.

The plan is to procure two (2) Ford F-750 truck chassis from EFM and structure the lease for 12 months. The City will pay the capital cost for each vehicle upfront, just holding back on one dollar ($1.00), paid at the end of the 12-month lease to keep the lease active. EFM will also charge a monthly lease fee, taxes, and a lease termination fee, totaling less than $1,500 for each vehicle. At the end of the year, the City will get title to the vehicles. Structuring a lease like this with EFM has significant advantages over the City purchasing these vehicles directly from a dealership, such as:

- The City does not pay interest fees on the vehicle capital costs.
- EFM has access to government pricing and incentives from vehicle manufacturers, and vehicles can be custom-ordered to fit the needs of the City.
- EFM staff configure vehicles, obtain equipment upfit quotes, and handle Department of Motor Vehicles (DMV) paperwork.
- EFM staff will transport vehicles from dealerships to equipment upfitters and finally to City offices for use.
- Lease fees include access to ancillary services, including a web-based fleet management software package that tracks maintenance, fuel purchases, etc.

The total upfront capital expense includes the cost of the Ford F-750 chassis; upfitting by Phenix Enterprises Upfitting to include the installation of a 10 foot, 5-7 yard dump body, and other ancillary accessories; and fees and taxes. EFM provided the quotes for the Ford F-750 chassis in September 2025. Receiving the trucks could take 3-6 months after the order is submitted. Staff recommends a contingency of $10,000 per vehicle to accommodate any significant changes in upfit costs or any last-minute price increases from Ford.

Item	**Unit Cost**	**Total**
Ford F-750 Chassis	$ 67,701.58	$ 135,403.16
Phenix Dump Truck Upfit	$ 41,091.01	$ 82,182.02
Delivery	$ 510.00	$ 1,020.00
Title, Tax, & License (TT&L)	$ 11,237.20	$ 22,474.40
Subtotal	$ 120,539.79	$ 241,079.58
12 Month Lease Fees	$ 1,009.68	$ 2,019.36
Termination Fees	$ 400.00	$ 800.00
Total	**$ 121,949.47**	**$ 243,898.94**

FISCAL IMPACT

The monthly lease fees for Quote 8781562, which is $2,019.36 for 12 months, will be expensed from the following two accounts: 1116160-61920 and 1116160-61560. There is adequate funding for both units in the fiscal year (FY) 2025/26 operating budget. The upfront capital price expense plus the remaining fees for both units is $241,879.58. Funding is available in the FY 2025/26 operating budget account 7158200-71060.

If the final cost of the vehicles is higher than expected, staff requests a contingency amount of $10,000 per vehicle. This budget will only be implemented if the costs are higher than expected.

ATTACHMENTS

1. Enterprise Open End Lease Rate Quote 8781562
2. Phenix Dump Truck Upfit Quote TQ52573
3. Master Equity Lease Agreement

Open-End (Equity) Lease Rate Quote

Quote No: 8781562

Prepared For:	City of Murrieta	**Date**	10/01/2025
	Nickerson, Steve	**AE/AM**	JDD/EF
Unit #			
Year	2026 **Make** Ford **Model** F-750 Gas		
Series	Base Regular Cab Base		
Vehicle Order Type	Ordered **Term** 60 **State** CA **Customer#** 545408		

$ 108,792.59		Capitalized Price of Vehicle [1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 1,498.30	*	Initial License Fee
$ 0.00		Registration Fee
$ 510.00		Other: (See Page 2)
$ 109,301.59	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$9,738.90	*	Taxes
$ 1.00		Total Capitalized Amount (Delivered Price)
$ 0.01		Depreciation Reserve @ 1.0000%
$ 77.36		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 77.37		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	-
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Gray
Lic. Plate Type	Exempt
GVWR	0

	Additional Fleet Management		
	Master Policy Enrollment Fees		
$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 0.00	Full Maintenance Program [3] Contract Miles 0	OverMileage Charge	$ 0.0720 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included
$ 0.00	**Additional Services SubTotal**		
$ 6.77	Tax 8.7500% **State** CA		
$ 84.14	**Total Monthly Rental Including Additional Services**		
$ 0.40	Reduced Book Value at 60 Months		
$ 400.00	Service Charge Due at Lease Termination		

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Murrieta

BY	**TITLE**	**DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Truck Body Toolbox - Phenix Quote TQ52573 (AME Quote: TQ52573)	C	$ 0.00
Receiver Hitch - Phenix Quote TQ52573 (AME Quote: TQ52573)	C	$ 0.00
Dump Truck - Phenix Quote TQ52573 (AME Quote: TQ52573)	C	$ 41,091.01
Ship-thru Re-install - Manning Ship-Thru	C	$ 0.00
Total Aftermarket Equipment Billed		$ 0.00
Total Aftermarket Equipment Capitalized		$ 41,091.01
Aftermarket Equipment Total		$ 41,091.01

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 60.00
Courtesy Delivery Fee	C	$ 450.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 510.00
Other Charges Total		$ 510.00

Open-End (Equity) Lease Rate Quote

Quote No: 8781562

VEHICLE INFORMATION:

2026 Ford F-750 Gas Base Regular Cab Base - US

Series ID: F7A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$62,716	$71,880.00
Total Options	$4,490.58	$4,990.00
Destination Charge	$2,495.00	$2,495.00
Total Price	**$69,701.58**	**$79,365.00**

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: E-(0 I) Gray

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
12	14 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	$41.58	$0.00
152	Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop	$88.00	$100.00
158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD	STD
15S	Front Stabilizer Bar	$433.00	$490.00
16V	Voltmeter	$88.00	$100.00
17M	Back-Up Alarm - Electric, 102 dBA	$97.00	$110.00
18A	Electronic Stability Control DELETE	$-101.00	$-115.00
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR	$106.00	$120.00
21A	Pre-Delivery Inspection	NC	NC
314	Ship-Thru - Manning	$45.00	$0.00
41B	Transmission Power Take-Off Provision w/LiveDrive Capability and Tow/Haul	$260.00	$295.00
425	50-State Emissions	NC	NC
43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type	$464.00	$525.00
44P	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, LESS PTO Provision and Tow/Haul	STD	STD
475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S	STD	STD
535	Single Channel - Straight 'C' 15.14 SM, 80,000 PSI	STD	STD
54F	Mirrors, Trailer Tow, Powered - Sail Mount - w/Power Telescoping & Power Folding	$322.00	$365.00
55M	Jump Start Stud - Remote Mounted	$80.00	$90.00
55P	110 A/C Outlet - in Lower Center Finish Panel	$88.00	$100.00
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD	STD
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined)	$119.00	$135.00
59F	Four Body Builder Switches - Mounted in Center Instrument Panel	$111.00	$125.00
600A	Preferred Equipment Package 600A	NC	NC
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	$88.00	$100.00
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	$44.00	$50.00
61E	Taper-Leaf Springs, Parabolic - 13,200 lb. Cap	$322.00	$365.00
61M	Rear View Camera w/Mirror Display	$494.00	$560.00
63B	Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box	$53.00	$60.00
643	Wheels, Front 22.5" x 8.25" White Powder Coated Steel, 10-Hole	STD	STD
65A	Fuel Tank - LH 50 Gallon - Steel	STD	STD
663	Wheels, Rear 22.5" x 8.25" White Powder Coated Steel, 10-Hole	STD	STD
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control	STD	STD

Open-End (Equity) Lease Rate Quote

Quote No: 8781562

CODE	DESCRIPTION	INVOICE	MSRP
68R	Multi-Leaf Springs - 23,000 lb. Cap	$203.00	$230.00
766	Bumper, Front - Black, Full Width	Included	Included
86A	Painted Grille - Plastic	Included	Included
87S	Fleet Safety Kit	$181.00	$205.00
88A	30/0/30 Fixed Driver & Fixed Passenger w/Consolette - Vinyl	STD	STD
90A	Appearance Group	$719.00	$815.00
90P	Power Equipment Group - (Included in (90A) Appearance Group)	Included	Included
91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter	STD	STD
961	Shock Absorbers, Rear - Double Acting	$145.00	$165.00
99N	7.3L 2V DEVCT NA PFI V8 Gas - 335 HP @ 3750 rpm	STD	STD
E_01	(0 I) Gray	NC	NC
FLOOR	Floor Covering - Black Vinyl	Included	Included
FRSEAL	Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals	Included	Included
G1GAF	Chrome Trimmed Air Registers w/Positive Shut-Off	Included	Included
HOOKS	Tow Hooks, Front (2) - Frame-Mounted, Painted Black	Included	Included
LIGHTS	Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights	Included	Included
OIL	Intelligent Oil Life Monitor	Included	Included
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD	STD
R2A	Tires, Rear Four 11R22.5H Goodyear Fuel Max RSA (497 rev/mile)	STD	STD
REMOTE	Remote Keyless Entry	Included	Included
RRSEAL	Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals	Included	Included
STDALT	Extra Heavy Duty Alternator - 12-Volt, 210 Amp Mitsubishi	Included	Included
STEER	Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls	Included	Included
T2A	Tires, Front Two 11R22.5H Goodyear Fuel Max RSA (497 rev/mile)	STD	STD
TILT	Steering Column - Tilt / Telescoping	Included	Included
X7A	7.17 Axle Ratio	NC	NC
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 2
Driver And Passenger Mirror: power remote heated power folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Side Steps: yes
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers
Front Tow Hooks: 2 front tow hooks
Front Mud Flaps: front and rear mud flaps
Body Material: composite/galvanized steel body material
: trailering with harness
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting, manual telescoping
Front Cupholder: front cupholder
Floor Console: partial floor console
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Power Accessory Outlet: 2 12V DC power outlets
AC Power Outlet: 1 interior 120V AC power outlet

Entertainment Features:

radio AM/FM stereo with seek-scan
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 2 speakers
Internet Access: 4G LTE Embedded Modem internet access
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off reflector halogen headlamps
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with delay
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter

Clock: digital clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Type: hydraulic disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Panic Alarm: panic alarm
Tracker System: tracker system
Traction Control: ABS traction control

Seats And Trim:
Seating Capacity max. seating capacity of 2
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Leather Upholstery: vinyl front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:
Engine 335-hp, 7.3-liter V-8 (regular gas)

Standard Transmission:
Transmission 6-speed automatic w/ OD

Phenix Enterprises, Inc.
1785 Mt Vernon Ave
Pomona CA 91768

Phone: (909) 469-0411
www.phenixtruckbody.com

Quote ID: TQ52573
Quote Date: 9/11/2025
Quote Valid Until: 12/11/2025
Terms: Net 30

QUOTE

Sold To:
ENTERPRISE FLEET
MANAGEMENT-ST LOUIS
9315 Olive Blvd
Saint Louis MO 63132

Ship To:
Phenix Enterprises, Inc.
1785 Mt. Vernon Ave
Pomona CA 91768

Contact: Justin Murray
Phone: (314) 274-5150
Email: Justin.M.Murray@efleets.com
Salesperson: Tyler Wick
Tyler.Wick@PhenixEnt.com

Make: Ford	***Model:*** F-750		***Year:*** 2026	***Single/Dual:*** DRW
Cab Type: Regular	***Wheelbase:*** 158	***Cab-to-Axle:*** 84	***Engine Type:*** Gas	***VIN:*** TBD

Part Number	Description	Quantity	Unit Price	Amount
Title	**Installed: 10' Dump Body (5-7 Yard, White), Automatic Pull Tarp System, Tow Package, OEM Camera, Underbody Toolbox**	1	$41,091.01	**$41,091.01**
RUG-TITANDUMP-10-PKG	Rugby 10ft, 5-7 Yard Titan Dump Body Package	1 EA	$0.00	**$0.00**
RUG-1932492	DU-T2-SD-CS-RS 1000-24-34-96WUSNAR-S	1 EA	$0.00	**$0.00**
RUG-1903283	Titan Basic LED Light Kit	1 EA	$0.00	**$0.00**
RUG-1512346	TS 1/2 Primed Cab Shield	1 EA	$0.00	**$0.00**
RUG-1581204	LR-623 Hoist	1 EA	$0.00	**$0.00**
RUG-1539746	LR-26/28/623/2355 Subframe	1 EA	$0.00	**$0.00**
RUG-1657498	SF Lift Shaft, 26C/623/28A/2355 Kit	1 EA	$0.00	**$0.00**
RUG-1853399	LR-26B, 28A RT DM Hoist	1 EA	$0.00	**$0.00**
RUG-1718918	6 GPM 7/8-13 CW/CCW Gear Pump	1 EA	$0.00	**$0.00**
RUG-1906329	RT250 Electric Valve Kit	1 EA	$0.00	**$0.00**
RUG-2493059	APSCO 21 Quart Electric Valve Reservoir Assembly	1 EA	$0.00	**$0.00**
PHX-PAINT-103	Phenix Dump Body Paint- White	1 EA	$0.00	**$0.00**
PUL-96-AUTO-TARPSYSTM	96in EZ-Mount Automatic Tarp System	1 EA	$0.00	**$0.00**
PUL-208-9610	96in Electric Steel Protector	1 EA	$0.00	**$0.00**
PUL-501-1768	EZ-Mount 4-Spring Enclosed Arm Kit to 22ft Steel Bent w/Wire	1 EA	$0.00	**$0.00**
PUL-517-5909	1.3HP 12-Volt Motor & Gearbox 90:1 (5-Yr Warranty)	1 EA	$0.00	**$0.00**
PUL-514-0114	Smart Switch, Basic Kit, 12-Volt	1 EA	$0.00	**$0.00**
PUL-699-0011	None Required (Mounting Position A)	1 EA	$0.00	**$0.00**
PUL-501-0617	Steel Protector System Hardware Kit	1 EA	$0.00	**$0.00**
PUL-434-1604	16ft Steel Teardrop Arm Tarp- 192in Long x 86in Wide	1 EA	$0.00	**$0.00**
PHX-FAB	Phenix Fabricated - Pintle Hitch	1 EA	$0.00	**$0.00**
HOP-40975	7 Blade Multi-Tow Plug-In Trailer Connector - Hopkins	1 EA	$0.00	**$0.00**
PHX-OEMCAM	Phenix OEM Camera Install	1 EA	$0.00	**$0.00**
NAP-755-2061	Hopkins Trailer Brake Controller	1 EA	$0.00	**$0.00**

Thank you for the opportunity to quote your Truck & Van Equipment needs!

Phenix Enterprises, Inc.
1785 Mt Vernon Ave
Pomona CA 91768

Phone: (909) 469-0411
www.phenixtruckbody.com

Quote ID: TQ52573
Quote Date: 9/11/2025
Quote Valid Until: 12/11/2025
Terms: Net 30

QUOTE

Part Number	Description	Quantity	Unit Price	Amount
BUY-1732410	Buyers Underbody Toolbox - 48" X 18" X 18"	1 EA	$0.00	**$0.00**

Sub Total:	**$41,091.01**
Sales Tax:	**$0.00**
Freight:	**$0.00**
Grand Total:	**$41,091.01**

Signature: _____ Date: _____

Print Name: _____ P.O. Number: _____

VIN: _____

Thank you for the opportunity to quote your Truck & Van Equipment needs!

enterprise

FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 7 day of May, 2019, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated

daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or

any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. Lessor has an absolute right to recoup any obligations Lessor would owe to Lessee under this Agreement against any obligations of Lessee to Lessor under this Agreement including, without limitation, under Sections 3, 5, 8, 10 and 12 of this Agreement. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

DATED: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

Signature

Kevin Morrissey
Print or type NAME

Vice President
Print or type TITLE

(310) 628-9235
Phone Number

By: Enterprise Fleet Management, Inc., its attorney in fact

Signature

Michael Gerges
Print or type NAME

Finance Director
Print or type TITLE

(657)221-4522
Phone Number

DATED: May 7, 2019

LESSEE: CITY OF MURRIETA

By: _____
Kim Summers, City Manager

APPROVED AS TO FORM:

for Leslie E. Devaney, City Attorney

ATTEST:

Stephanie D. Smith
Stephanie D. Smith, MMC, City Clerk

4851-4809-7897.1

enterprise

FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 7 day of May, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 7 day of May, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Murrieta ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

DATED: May 7, 2019

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

Signature

Kevin Morrissey
Print or type NAME

Vice President
Print or type TITLE

(310) 628-9235
Phone Number

By: Enterprise Fleet Management, Inc., its attorney in fact

Signature

Michael Geyes
Print or type NAME

Finance Director
Print or type TITLE

4851-4809-7897.1

enterprise

FLEET MANAGEMENT

657-221-4522
Phone Number

DATED:_____

LESSEE: CITY OF MURRIETA

By:_____
Kim Summers, City Manager

APPROVED AS TO FORM:

_____
for Leslie E. Devaney, City Attorney

ATTEST:

Stephanie D. Smith
Stephanie D. Smith, MMC, City Clerk

4851-4809-7897.1

enterprise

FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the 7 day of May, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Murrieta (the "Company").

WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

   Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE**: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

   Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

8. **FEES:** EFM will charge the Company for the service under this Agreement $6.00 per month per Card, plus a one time set-up fee of $0.00.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

DATED: _____

EFM: Enterprise Fleet Management, Inc.

By: _____

Kevin Morrissey
Print or type NAME

Vice President
Print or type TITLE

(310) 628-9235
Phone Number

By: _____

Michael Geryes
Print or type NAME

Finance Director
Print or type TITLE

(657) 221-4522
Phone Number

DATED: May 7, 2019

COMPANY: CITY OF MURRIETA

By: _____
Kim Summers, City Manager

APPROVED AS TO FORM:

_____
for Leslie E. Devaney, City Attorney

ATTEST:

Stephanie D. Smith
Stephanie D. Smith, MMC, City Clerk

enterprise

FLEET MANAGEMENT

AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of May, 2019 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of May, 2019 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Murrieta ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of California (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

DATED: May 7, 2019

ENTERPRISE FLEET MANAGEMENT, INC.

Signature

Kevin Morrissey
Print or type NAME

Vice President
Print or type TITLE

(310) 628-9235
Phone Number

ENTERPRISE FLEET MANAGEMENT, INC.

Signature

Michael Gerges
Print or type NAME

Finance Director
Print or type TITLE

enterprise

FLEET MANAGEMENT

(657) 221-4522
Phone Number

DATED:_____

LESSEE: CITY OF MURRIETA

By:_____
Kim Summers, City Manager

APPROVED AS TO FORM:

_____
for Leslie E. Devaney, City Attorney

ATTEST:

Stephanie D. Smith
Stephanie D. Smith, MMC, City Clerk

enterprise

FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this 7 day of May 2019, by Enterprise Fleet Management Inc., a Missouri corporation ("EFM"), and City of Murrieta ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the this 7 day of May, 2019, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue

interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

DATED: _____

EFM: Enterprise Fleet Management, Inc.

By: _____

Kevin Morrissey
Print or type NAME

Vice President
Print or type TITLE

(310) 628-9235
Phone Number

By: _____

Michael Gerges
Print or type NAME

Finance Director
Print or type TITLE

(657) 221-4522
Phone Number

DATED: May 7, 2019

LESSEE: CITY OF MURRIETA

By: _____
Kim Summers, City Manager

APPROVED AS TO FORM:

for Leslie E. Devaney, City Attorney

ATTEST:

Stephanie D. Smith
Stephanie D. Smith, MMC, City Clerk

enterprise
FLEET MANAGEMENT

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 7 day of May, 2019 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the 7 day of May, 2019 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Murrieta ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the day and year first above written.

DATED: May 7, 2019

ENTERPRISE FLEET MANAGEMENT, INC.

K. M

Signature

Kevin Morrissey

Print or type NAME

Vice President

Print or type TITLE

(310) 628-9235

Phone Number

ENTERPRISE FLEET MANAGEMENT, INC.

Signature

Michael Gerges

Print or type NAME

enterprise

FLEET MANAGEMENT

Finance Director
Print or type TITLE

(657)221-4522
Phone Number

DATED: May 7, 2019

LESSEE: CITY OF MURRIETA

By:
Kim Summers, City Manager

APPROVED AS TO FORM:

for Leslie E. Devaney, City Attorney

ATTEST:

Stephanie D. Smith, MMC, City Clerk

enterprise

FLEET MANAGEMENT

SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage Only)

This Addendum is made to the Master Equity Lease Agreement dated the 7th day of May 2019, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

enterprise
FLEET MANAGEMENT

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

DATED: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

Signature

Kevin Morrissey
Print or type NAME

Vice President
Print or type TITLE

(310) 628-9235
Phone Number

By: Enterprise Fleet Management, Inc., its attorney in fact

Signature

Michael Geyes
Print or type NAME

Finance Director
Print or type TITLE

(657) 221-4522
Phone Number

DATED: May 7, 2019

LESSEE: CITY OF MURRIETA

By: _____
Kim Summers, City Manager

APPROVED AS TO FORM:

for Leslie E. Devaney, City Attorney

ATTEST:

Stephanie D. Smith, MMC, City Clerk

CONSIGNMENT AUCTION AGREEMENT

Enterprise Fleet Management ("Enterprise") and the party whose name appears on the signature page hereto ("CONSIGNOR") agree as follows:

1. Right to Sell: From time-to-time, CONSIGNOR will consign and deliver possession of vehicles to Enterprise for the sole purpose of selling the vehicle and paying to Enterprise or its designee from the proceeds of the sale of the vehicle, the amount agreed upon under the terms of this agreement. Enterprise shall have the non-exclusive right to sell any vehicles consigned to Enterprise by CONSIGNOR.

2. Document: Upon payment of the monies due CONSIGNOR, CONSIGNOR agrees to furnish Enterprise those documents necessary to transfer the ownership of the vehicle to the purchaser.

3. Power of Attorney: CONSIGNOR appoints Enterprise as its true and lawful attorney-in-fact to sign vehicle titles on behalf of CONSIGNOR for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of vehicle titles and any papers necessary thereto on behalf of CONSIGNOR. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the date CONSIGNOR executes this agreement, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

4. Consignments: Vehicle consignments may be made to Enterprise by fax, or electronically by providing Enterprise the information required in Appendix A – Sales Authorization Supplement, which will, from time to time, supplement this agreement. The consigned vehicles are delivered to Enterprise in trust for the exact terms set forth in this agreement. Enterprise agrees to receive any vehicles delivered to it pursuant to this agreement in trust and not to permit its use for any other purpose other than as contained in this agreement without the express written consent of CONSIGNOR.

5. Fee: For each vehicle sold, CONSIGNOR shall pay Enterprise the fee set forth in the Sales Supplement.

6. Sales Process: Enterprise shall use reasonable efforts to sell each vehicle. CONSIGNOR may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any vehicle providing prior written notification to Enterprise.

7. Time of Payment:

(a) If the vehicle is sold by Enterprise during the term of this agreement, the money due CONSIGNOR shall be disbursed within 20 days after the date of sale in accordance with the terms of the agreement. As used in this agreement, a "sale" occurs when Enterprise either: (A) receives the purchase price or its equivalent or executes a conditional sales contract for the vehicle, or (B) when the purchase takes delivery of the vehicle, whichever comes first.

(b) Enterprise's obligations pursuant to Section 7(a) shall not apply to vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CONSIGNOR pursuant to Section 7(a) prior to the sale being reversed or cancelled, CONSIGNOR agrees to reimburse Enterprise said payment in full. Enterprise will re-list the vehicle and pay CONSIGNOR in accordance with this Section 7. Examples of mistakes or inadvertences include, but are not limited, to vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

8. Accounting: Within 20 days after sale, Enterprise shall make an accounting to CONSIGNOR of all of the following: date of sale, repairs authorized by CONSIGNOR (supported by work

records), exact amount of any liens payable to lienholders, evidence of payment of any liens, and the total sales price.

9. Indemnification and Hold Harmless: Enterprise and CONSIGNOR agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence of willful misconduct of the other, its agents or employees, and for it breach of any term of this agreement. The parties' obligations under this section shall survive termination of this agreement.

10. Liens, Judgments, Titles and Defects: CONSIGNOR shall defend, indemnify and hold Enterprise, its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the vehicle, defects in the vehicle's title, or mechanical or design defects in the vehicle.

11. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any vehicle and the CONSIGNOR shall defend, indemnify and hold Enterprise, its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any vehicle or any odometer statement prepared in connection with the sale of any vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

12. Bankruptcy: Subject to applicable law, in the event of the filing by CONSIGNOR of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling vehicle from said funds. Enterprise will thereafter remit to CONSIGNOR the net proceeds of said accumulated sales proceeds, if any.

13. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

14. Insurance: CONSIGNOR shall obtain and maintain in force at all times during the term of this agreement and keep in place until each vehicle is sold and title is transferred on each vehicle, automobile third-party liability of $1,000,000 per occurrence and physical damage coverage on all vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

15. Term: This agreement is effective on the Execution Date and shall terminate upon thirty (30) days' prior written notice by either party with or without cause.

16. Modification: No modification, amendment or waiver of this agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

17. Liability Limit: In the event Enterprise is responsible for any damage to a vehicle, Enterprise's liability for damage to a vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

18. Attorney's Fees: Each party shall bear its own attorney's fees and cost for legal services in any action or proceeding to enforce the provisions of this agreement

19. Authorization: Each party represents and warrants to the other party that the person signing this agreement on behalf of such party is duly authorized to bind such party.

DATED:_____

"ENTERPRISE"

_____
Signature

Kevin Momissey
Print or type NAME

Vice President
Print or type TITLE

(310) 628-9235
Phone Number

"ENTERPRISE"

_____
Signature

Michael Gerges
Print or type NAME

Finance Director
Print or type TITLE

(657) 221-4522
Phone Number

"CONSIGNOR"

DATED:_____

LESSEE: CITY OF MURRIETA

By: _____
Kim Summers, City Manager

APPROVED AS TO FORM:

for Leslie E. Devaney, City Attorney

ATTEST:

Stephanie D. Smith, MMC, City Clerk

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No. 7.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Matt Henry, Chief of Police

PREPARED BY: Dawnn Jackson, Management Analyst - Administration

SUBJECT:
Acceptance of a Selective Traffic Enforcement Program Grant from the State of California Office of Traffic Safety

RECOMMENDATION

Accept a Selective Traffic Enforcement Program Grant Award of $160,000, from the State of California Office of Traffic Safety;

Amend the Fiscal Year 2025/26 Operating Budget to allocate and appropriate the grant funding; and

Authorize the City Manager, and/or their designee, to execute all necessary documents and take actions required to accept, implement, and administer the grant, including ratification of the designees' execution of the grant agreement.

PRIOR ACTION/VOTE

On June 3, 2025, City Council adopted the Fiscal Year 2025/26 and 2026/27 Operating Budget. (Vote: 5-0)

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

DISCUSSION

The Murrieta Police Department was awarded a traffic safety grant from the California Office of Traffic Safety (OTS), funded by the U.S. Department of Transportation. The grant began on October 1, 2025, and ends on September 30, 2026, and supports a comprehensive program to reduce traffic collisions through education, enforcement, and outreach.

In 2024, the City of Murrieta (City) recorded 686 traffic crashes. Of these, seven (7) were fatal-linked to unsafe speed, driving under the influence of alcohol or drugs (DUI), pedestrian violations, and wrong-way driving. Twelve of these crashes resulted in serious injuries from causes such as improper turning, failure to obey traffic signals/signs, DUI, unsafe lane changes, and pedestrian violations. Crashes involving "other visible

injury" (100 total) and pain complaints (182 total) were largely caused by unsafe speed, signal/sign violations, improper turning, and right-of-way violations.

A growing concern involves juveniles operating electric bicycles unsafely, resulting in collisions and public complaints. Despite education and enforcement efforts, many juveniles fail to yield during stops, and officers are often unable to pursue them due to safety concerns. The Murrieta Police Department continues to address the issue through community outreach and education.

Grant funds will support these efforts by funding DUI impairment goggles for use in officer training, the Citizens Academy, SFST training, and community events. This grant will fund the purchase of three additional mobile printers, enhancing existing resources. These printers will further streamline the citation process, improve the collection of stop data to support equitable policing, and increase officer availability for proactive enforcement efforts

These strategies aim to enhance traffic safety, reduce collision risks, and improve overall community awareness and compliance.

FISCAL IMPACT

There is no local fund match or cost-share requirement for the OTS Selective Traffic Enforcement Program Grant. This is a reimbursable grant, meaning the City must incur the expenditures prior to requesting reimbursement. Staff recommends establishing a revenue and expenditure budget of $160,000, in the OTS Grant Fund (355), with the following details:

- **Revenue**: GL/JL 3550030-42222
- **Expenditure**: GL/JL 3550030 (various accounts)

ATTACHMENTS

1. Office of Traffic Safety Grant Agreement - PT26053

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Murrieta

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Murrieta Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $160,000.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Zach Bradley
TITLE: Sergeant
EMAIL: zbradley@murrietaca.gov
PHONE: (951) 212-0978
ADDRESS: 2 Town Square
Murrieta, CA 92562

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
ADDRESS: Matthew Henry
Chief of Police
mhenry@murrietaca.gov
(951) 461-6313
2 Town Square
Murrieta, CA 92562

(Signature) *(Date)*

C. FISCAL OFFICIAL
ADDRESS: Dawnn Jackson
Management Analyst
djackson@murrietaca.gov
(951) 461-6321
2 Town Square
Murrieta, CA 92562

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
ADDRESS: Stephanie Dougherty
Director
stephanie.dougherty@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: CP6AE8VFMVR6 REGISTERED ADDRESS: 1 Town Square CITY: Murrieta ZIP+4: 92562-7922

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405e DDL-26	20.616	0521-0890-101	2025	04/25	BA/25	$10,500.00
405c TR-26	20.616	0521-0890-101	2025	04/25	BA/25	$4,500.00
164AL-26	20.608	0521-0890-101	2025	04/25	BA/25	$100,000.00
402PT-26	20.600	0521-0890-101	2025	04/25	BA/25	$45,000.00
				AGREEMENT TOTAL		**$160,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	AMOUNT ENCUMBERED BY THIS DOCUMENT **$160,000.00**
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$160,000.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

The City of Murrieta, as of 2025 has a population of approximately 118,000 residents, with an average growth rate of 1.47 percent each year. This increase in population should expand due to new housing infrastructure that will greatly impact our overall population and the safety of the roads. The City of Murrieta is about 33 square miles. There are 21 schools that serve about 22,000 students. Murrieta also has three hospitals, each with an emergency room.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

Regarding the problem/concerns for traffic safety, the city of Murrieta has issues with speeding, traffic sign violations, right-of-way violations, driving while impaired (DUI), and other improper driving. In 2024, there were 686 traffic crashes. Of those 686 traffic crashes, seven of them were fatal crashes. The fatalities were related to unsafe speed, driving under the influence, pedestrian violations and wrong side of the road violations. Of the 686 crashes, 12 of them were deemed to be serious injuries. The violations listed in the causes of the 12 serious injuries included improper turning, traffic signals and signs, other improper driving, driving under the influence, unsafe lane change and pedestrian violations. Of the 686 traffic crashes, 100 of them were defined as “other visible injury”, which includes up to lacerations, bruising and minor broken bones. The main factors in those injuries were 20 related to traffic signals and signs, 15 right-of-way violations, 14 improper turning, 13 unsafe speed and 7 driving under the influence. Of the 686 traffic crashes, 182 resulted in complaints of pain. The main factors in those crashes were 59 for unsafe speed, 31 for traffic signals and signs, 21 for improper turning, 18 for right-of-way violations and 4 driving under the influence violations.

Our current issue that we have been attempting to address the last year has been minors/juveniles operating electric bicycles and getting into crashes. The Murrieta Police Department has been responding to crashes involving the electronic bicycles as well as complaints across the city for unsafe use of the vehicles. We have attempted to curb the problem through enforcement and education and one of the ongoing issues is during enforcement stops, the juveniles do not yield to the officers and for public safety reasons we do not chase them. We continue to address the problem through education and social media to ensure the public is aware of the rules and the hazards associated with electric bicycles.

As part of our community outreach, we are looking to increase our levels of presentations and education. As part of this grant we will be requesting funding for DUI goggles which we intend to use in training and presentations. We believe it will assist our department with briefing training, citizen's academy outreach program, SFST Training that our department hosts and the community outreach programs we intend to install as a part of our efforts to increase public awareness about the dangers of driving under the influence. As for addressing our enforcement actions, it has been proven to streamline the process in utilizing the printers for citations allowing us to complete the requisite stop data to ensure we are capturing information related to equitable policing efforts. Additionally in freeing up the out of service time our officers, motors and traffic enforcement efforts can be streamlined so we can increase our visibility by being more proactive in the enforcement prong of changing behaviors of drivers in our community and reducing risk to the other drivers on the streets of California.

Define the target population the grant intends to serve and how they are affected by the problem(s).

The target population for the grant is all drivers, passengers, bicyclists, electric bicyclists, and pedestrians visiting or traveling in the City of Murrieta. Safe driving effects every user of the roadways whether pedestrians, bicycles, motorcycles, vehicles or commercial vehicles. We will target all of the users to increase safety across the board and do our part to increase the safety of California roadways through high visibility policing, education and enforcement ensuring it is a multi-pronged approach that is equitable throughout the community.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Send law enforcement personnel to SFST Instructor training.	2
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	3
8. Conduct DUI Saturation Patrol operation(s).	20

9. Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.	2
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	16
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	7
12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	4
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	4
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Conduct Know Your Limit campaigns with an effort to reach members of the community.	4
16. Participate in highly visible collaborative DUI Enforcement operations.	1
17. Participate in highly visible collaborative Traffic Enforcement operations.	1

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with Buy America.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

<u>Media Requirements</u>

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year)

<u>Media Requirements</u>

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.

- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.

- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405c TR-26	20.616	State Traffic Safety Information System Improvements	$4,500.00
405e DDL-26	20.616	Distracted Driving Laws	$10,500.00
402PT-26	20.600	State and Community Highway Safety	$45,000.00
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$100,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-26	$11,200.00	3	$33,600.00
DUI Saturation Patrols	164AL-26	$2,080.00	20	$41,600.00
Warrant Service Operations	164AL-26	$1,250.00	2	$2,500.00
Know Your Limit	164AL-26	$1,250.00	4	$5,000.00
Collaborative DUI Enforcement	164AL-26	$2,000.00	1	$2,000.00
Benefits- 164OT @ 12.56%	164AL-26	$84,700.00	1	$10,638.00
Traffic Enforcement	402PT-26	$1,250.00	16	$20,000.00
Motorcycle Safety Enforcement	402PT-26	$1,250.00	4	$5,000.00
Pedestrian and Bicycle Enforcement	402PT-26	$1,250.00	4	$5,000.00
Collaborative Traffic Enforcement	402PT-26	$2,000.00	1	$2,000.00
Traffic Safety Educational Presentations	402PT-26	$1,000.00	2	$2,000.00
Benefits- 402OT @ 12.56%	402PT-26	$34,000.00	1	$4,270.00
Distracted Driving Enforcement	405e DDL-26	$1,331.00	7	$9,317.00
Benefits- 405eOT @ 12.56%	405e DDL-26	$9,421.00	1	$1,183.00
Category Sub-Total				$144,108.00
B. TRAVEL EXPENSES				
In State Travel	402PT-26	$4,730.00	1	$4,730.00
				$0.00
Category Sub-Total				$4,730.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-26	$3,912.00	1	$3,912.00
Simulation Goggles	164AL-26	$750.00	1	$750.00
Collaborative Meetings	402PT-26	$500.00	4	$2,000.00

Mobile Printer	405c TR-26	$1,500.00	3	$4,500.00
Category Sub-Total				$11,162.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$160,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Warrant Service Operations - Overtime for grant funded Warrant Service Operations conducted by appropriate department personnel.
Know Your Limit - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits- 164OT @ 12.56% - Benefit breakdown: Medicare – 1.45% Workers Comp – 11.11% Total benefits 12.56% Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Benefits- 402OT @ 12.56% - Benefit breakdown: Medicare – 1.45% Workers Comp – 11.11% Total benefits 12.56% Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits- 405eOT @ 12.56% - Benefit breakdown: Medicare – 1.45% Workers Comp – 11.11% Total benefits 12.56% Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -

EQUIPMENT

-

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

Simulation Goggles - Vision impaired simulation goggles to be used for educational presentations and/or law enforcement Standardized Field Sobriety Test training and refresher training to simulate the effects of impairment.

Collaborative Meetings - Costs for law enforcement agencies to discuss traffic safety trends and plan collaborative operations. Costs may include food and beverages for attendees, additional costs may be included if approved by OTS. Adequate records including an agenda must be maintained.

Mobile Printer - Mobile printers to be used with electronic citation devices for traffic officers to print the citation in the field. Costs include the purchase of the printer, accessories, and associated shipping and taxes.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
  Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS
No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT26053
Agency Name:	Murrieta Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$160,000.00
Authorizing Official:	Matthew Henry
Fiscal Official:	Dawnn Jackson
Grant Director:	Zach Bradley

CURRENT GEMS USER(S)

1. Zach Bradley
Title: Sergeant
Phone: (951) 212-0978
Email: zbradley@murrietaca.gov
Media Contact: No

2. Dawnn Jackson
Title: Management Analyst
Phone: (951) 461-6321
Email: djackson@murrietaca.gov
Media Contact: No

3. Steve Whiddon
Title: Traffic Division Sergeant
Phone: (951) 453-2343
Email: swhiddon@murrietaca.gov
Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by:	Date:
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.	
Signature	Name Grant Director
Date	Title

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No. 8.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Garrett Strang, Civil Engineering Assistant

SUBJECT:
Award Construction Contract for the Fire Station 1 Site Improvements Project, CIP No. 21019, City Project No. 22-452

RECOMMENDATION

Amend the Capital Improvement Plan Budget for Fiscal Year 2025/26 and appropriate $1,849,060.30 from the Measure T Fund Unassigned Fund Balance into CIP No. 21019;

Amend the Capital Improvement Plan Budget for FY2025/26 and appropriate $35,000 from the Measure T Fire Fund Facility Reserve into CIP No. 21019;

Award the construction contract for the Fire Station 1 Site Improvements Project, CIP No. 21019, City Project No. 22-452, to DEARK E&C, INC in the amount of $2,777,760;

Authorize a fifteen percent construction contingency of $416,664;

Authorize the City Engineer to approve contract change orders not to exceed fifteen percent of the contract amount; and

Authorize the Mayor to execute the construction contract.

PRIOR ACTION/VOTE

On September 6, 2022, City Council approved a purchase order with Rick Engineering Company in the amount of $104,722 for Engineering Design Services for the Fire Station 1 Site Improvements Project, CIP No. 21019 (Vote 5-0).

On June 3, 2025, City Council approved Resolution No. 25-4836, approving the Capital Improvement Plan Budget for Fiscal Year 2025/26, and the Fiscal Years 2025/26 to 2029/30 Capital Improvement Plan which included the Fire Station 1 Site Improvements Project, CIP No. 21019 (Vote 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

The Fire Station 1 Site Improvements Project, CIP No. 21019, located at 41825 Juniper Street, will modernize, reconstruct, and upgrade the existing exterior site conditions, which have deteriorated after many years of use. General items of work consist of site and driveway concrete pavement removal and replacement, asphalt concrete paving, site demolition, survey, onsite sewer improvements and sewer lateral connection (abandonment of septic), ADA modifications, new gates and fencing, landscaping improvements, miscellaneous electrical modifications, signing and striping, gas line installation, existing natural gas generator relocation, mechanical sump pumps and wet wells, storm drain improvements, water quality improvements, underground storm chamber detention basins, modular wetland systems, and other ancillary work.

The scope of work has expanded since the initial project concept, based on the current needs of the Fire Department, as well as water quality requirements necessary when remodeling project sites. This expanded scope, along with general inflation, has increased the overall project construction cost considerably. Notably, the new concrete pavement to be constructed must have the structural capacity to withstand an 80,000-pound fire truck, which requires an engineered and reinforced structural section. Additionally, the project Water Quality Management Plan requires all on-site stormwater be captured, treated, and released systematically. This requirement is satisfied utilizing on-site water quality devices known as modular wetland systems to capture and treat the on-site stormwater which is then stored using underground storm chamber detention basins and finally released systematically into the street using two automatic, mechanical sump pumps. Other additional items of work that have increased the overall project cost consist of relocating the existing onsite natural gas generator; installation of a new gas line to connect to the relocated generator; installation of a new automatic gate and fence along B Street, including a new integrated gate control system; associated electrical modifications; landscape improvements; and other ancillary work.

Project Bidding and Determination

The City advertised the project on August 18, 2025, and received a total of 15 construction bids on September 23, 2025. The basis of the bid for determining the low bidder was defined in the specifications as the sum of the total Base Bid Items and the Additive Bid Items. The bid results are as follows:

	Bidder	Base Bid + Additive Bid Items
1.	DEARK E&C, INC	$2,777,760.00
2.	Riverside Construction Company, Inc.	$2,875,927.27
3.	Van Engineering Inc.	$2,903,927.25
4.	Spec Construction Co. Inc.	$3,061,715.00
5.	Act 1 Construction	$3,158,283.00
6.	R2BUILD	$3,266,825.50
7.	Aster Construction Services	$3,442,855.00
8.	CT&T Concrete Paving Inc.	$3,661,817.00
9.	Los Angeles Engineering, Inc.	$3,703,420.00
10.	Elegant Construction Inc	$3,746,651.00
11.	Loghmani & Associates, Inc.	$3,765,255.00
12.	Kunzik and Sara Construction, Inc	$3,839,546.12

13.	Newman Midland Corp.	$3,933,793.63
14.	Hillcrest Contracting, Inc.	$5,226,167.10
15.	CJ Concrete Construction, Inc.	$5,761,210.00

Staff has elected to utilize Additive Bid Items 56 through 61. Bid items 56 through 61 were advertised on the bid sheet as Additive Bid Items in order to allow the City the option to analyze the bid items' cost and either accept or reject any or all of the additive bid items based on the final cost of the overall project and availability of funding.

The City received a formal bid protest from the number two (2) bidder, Riverside Construction Company, Inc. protesting the bid submitted by the apparent low bidder, DEARK E&C, INC. Staff, including the City Attorney's Office, reviewed the bid protest and determined that the noted deficiencies in DEARK E&C, INC's bid proposal were informalities that were immediately corrected and did not provide DEARK E&C, INC. with a competitive advantage in the bid. Therefore, DEARK E&C, INC. is not subject to disqualification from being awarded the construction contract. A formal response has since been provided to Riverside Construction Company, Inc., outlining the City's position on the bid protest.

Staff has reviewed the bids and determined that the item prices are consistent with today's construction market. Staff recommends that the contract be awarded to the lowest, responsible bidder, DEARK E&C, INC, for $2,777,760, for the Total Base Bid and Additive Bid Items 56 through 61, plus a fifteen percent (15%) contingency of $416,664, for a total of $3,194,424.

FISCAL IMPACT

The construction contract amount to be awarded is $2,777,760, plus an additional fifteen percent (15%) contingency amount of $416,664, for a total not to exceed $3,194,424. The total estimated project costs, including associated soft costs such as design, inspection, permits, and related fees for Fire Station 1 Site Improvements Project is $3,529,191.30. Funding will be available in CIP No. 21019 upon approval of the requested amendments to the Operating Budget and Capital Improvement Plan Budget for Fiscal Year 2025/26.

As part of the prior-year Capital Improvement Plan budget development, City Council approved $1,645,131, in funding for this project (CIP No. 21019). Based on total project cost estimates, staff recommends an additional appropriation of $1,884,060.30, bringing the total project budget to $3,529,191.30, to fully fund the Fire Station 1 Site Improvements Project including a contingency. CIP No. 21019 is funded by General Fund (Fund 110) and Measure T (Fund 111).

ATTACHMENTS

1. Contract between the City of Murrieta and DEARK E&C, INC
2. Proposal from DEARK E&C, INC
3. Bid Results Summary
4. Vicinity Map

CONTRACT

FIRE STATION 1 SITE IMPROVEMENTS

CITY PROJECT NO. 22-452
CIP No. 21019

THIS CONTRACT, made and entered into the 24th day of September, 2025 by and between the **City of Murrieta**, a municipal corporation, hereinafter referred to as "CITY," and Deark E&C, Inc, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

That CITY and CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. CONTRACT DOCUMENTS. The complete Contract includes all of the Contract Documents, to wit: Notice Inviting Bids, Instructions to Bidders, Proposal, Performance Bond, Labor and Materials Bond, Plans and Special Provisions entitled "**FIRE STATION 1 SITE IMPROVEMENTS, CIP No. 21019, City Project No. 22-452**", Insurance Forms, this Contract, and all modifications and amendments thereto, and the 2015 version of the Standard Specifications for Public Works Construction, Parts 1 through 8, with the exception of Part 7, "Street Lighting and Traffic Signal Systems," and the addition of the Department of Transportation, State of California State Standard Specifications, Section 86, "Signals, Lighting and Electrical Systems," and Section 56, "Signs," and the Caltrans 2018 Standard Plans

   The Fire Station 1 Site Improvements Plans consist of:

   Civil Plans:
   Sheet 1: Title Sheet
   Sheet 2: Notes and Details
   Sheet 3: Typical Sections and Details
   Sheet 4: Demolition Plan
   Sheets 5 - 7: Precise Grading Plan
   Sheet 8: Curb Ramp Details
   Sheets 9 - 11: Sewer and Storm Drain Plan
   Sheet 12: Striping Plan
   Sheet 13: Erosion Control Plan
   Sheet 14: Rolling Gate and Pedestal Details
   Sheet 15: Storm Chamber Details
   Sheet 16: Storm Chamber and MWS Details
   Sheets 17 – 18: MWS Details
   Electrical Plan:
   Sheet 1: Electrical Legends & Notes
   Sheet 2: Single Line Diagram & Panel Schedules
   Sheet 3: Electrical Site Plan
   Sheet 4: Electrical Details
   Sheets 5 – 6: Electrical Pump Details
   Sheet 7: Electrical Specifications
   Mechanical Plan:
   Sheet 1: Title Sheet

Sheet 2: Wet Well Plan View
Sheet 3: Wet Well Elevation View
Sheet 4: Wet Well Details

Copies of the Standard Specifications for Public Works Construction are available from the publisher:

Building News, Inc. (BNi)
990 Park Center Drive, Suite E
Vista, CA 92081
(760) 734-1113
www.bnibooks.com

The aforementioned Standard Specifications will control the general provisions, construction materials, and construction methods for this Contract except as amended by the Plans and Specifications of this Contract.

In case of conflict between the Standard Specifications for Public Works Construction or State Standard Specifications, and the remaining Contract Documents, the remaining Contract Documents shall take precedence over and be used in lieu of such conflicting portions.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed completed and in place and that only the best general practice is to be used. Unless otherwise specified, CONTRACTOR shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract.

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. Any conflict between this Contract and any other Contract Document shall be resolved in favor of this Contract.

2. SCOPE OF WORK. CONTRACTOR shall perform the work as shown on the Contract Drawings, shall furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the completion of the following project:

FIRE STATION 1 SITE IMPROVEMENTS

CITY PROJECT NO. 22-452
CIP No. 21019

All of said work to be performed and materials to be furnished shall be in strict accordance with the Drawings and Specifications and the provisions of the Contract Documents hereinabove enumerated and adopted by CITY.

3. CITY APPROVAL. All labor, materials, tools, equipment, and services shall be furnished and work performed and completed under the direction and supervision and subject to the approval of CITY or its authorized representatives.

4. CONTRACT AMOUNT AND SCHEDULE. CITY agrees to pay and Contractor agrees to receive and accept the prices set forth in the proposal as full compensation for

furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

CONTRACTOR agrees to complete the work on **FIRE STATION 1 SITE IMPROVEMENTS** in a period not to exceed **eighty (80) working days** per Section 6-7 of the Standard Specifications for Public Works Construction, commencing upon the date stated in the Notice to Proceed by CITY. Construction shall not commence until bonds and insurance are approved by CITY.

5. CHANGE ORDERS. All change orders shall be approved by the City Council, except that the City Manager or his/her designee is hereby authorized by the City Council to make, by written order, changes or additions to the work in an amount not to exceed fifteen (15) percent of this Contract amount and the City Manager or his/her designee shall notify City Council in a public meeting if changes or additions to the work exceed ten (10) percent of this Contract amount.

6. PAYMENTS/ACCEPTANCE OF WORK. The text of Subsection 9-3.2 of the Standard Specifications for Public Works Construction is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last day of each month. CONTRACTOR shall prepare the approximate measurement of the work performed through the closure date and submit it to CITY for approval by the tenth (10th) day of the following month. Payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. A full five percent (5%) retention will be deducted from all progress payments. Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

Upon completion of the work, CONTRACTOR shall so notify Engineer, in writing, submit satisfactory evidence of payment for equipment, materials and labor, submit "CONTRACTOR'S AFFIDAVIT." Upon receipt of the notification, Engineer shall promptly, by personal inspection, determine the actual status of the work in accordance with the terms of the Contract. If he finds materials, equipment, or workmanship that do not meet the terms of the Contract, he shall prepare a preliminary punch list of such items and submit it to CONTRACTOR. Final determination of acceptability shall be made by CITY. Upon acceptance of the work, CITY shall file a Notice of Completion. The conditions of the guarantee shall commence on the date that CITY files a Notice of Completion. CITY shall make final payment to CONTRACTOR in the manner provided by law following the expiration of thirty-five (35) days after filing the Notice of Completion.

The final payment shall include the entire sum found to be due hereunder after deducting all previous payments and such other lawful amounts as the terms of this Contract describe.

7. LIQUIDATED DAMAGES; EXTENSION OF TIME. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to CITY the sum of **one thousand five hundred dollars ($1,500.00)** per day for each calendar day completion is delayed beyond the time allowed pursuant to paragraph 4 of this Contract. Such sum shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of CONTRACTOR, including delays caused by CITY. CONTRACTOR is required to promptly notify CITY of any such delay.

   MILESTONE LIQUIDATED DAMAGES. **The Contractor shall be responsible for restoring a functional sewer system to full operation within no more than 24 hours from the time that the existing septic system is brought offline (I.E. 24 hours to transfer existing site sewer from septic system to new on-site sewer line system/lateral connection). The new sewer lateral, sewer lines, manhole structure, and other incidental work associated with the new onsite sewer system shall be complete and in place prior to decommissioning of septic system in order to immediately reconnect and redirect existing onsite sewer to new sewer system. Any additional time beyond 24 hours that the sewer system is not restored to full operation will be subject to Milestone Liquidated Damages in the amount of two thousand dollars ($2,000) per day for each calendar day that the sewer system is not in fully functional/working operation.**

8. WAIVER OF CLAIMS. Unless a shorter time is specified elsewhere in this Contract, on or before making final request for payment under paragraph 6 above, CONTRACTOR shall submit to CITY, in writing, all claims for compensation under or arising out of this Contract; the acceptance by CONTRACTOR of the final payment shall constitute a waiver of all claims against CITY under or arising out of this Contract except those previously made in writing and request for payment. CONTRACTOR shall be required to execute an affidavit, release, and indemnity agreement with each claim for payment.

9. PREVAILING WAGES. Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract, from Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office of Murrieta. CONTRACTOR shall post a copy of such rates at the job site and shall pay the adopted prevailing wage rates as a minimum. CONTRACTOR shall comply with the provisions of Sections 1725.5, 1771, 1773.8, 1774, 1775, 1776, 1777.5, 1777.6, 1813, and 1815 of the Labor Code.

Pursuant to the provisions of 1775 of the Labor Code, CONTRACTOR shall forfeit to CITY, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the Contract.

10. WORKERS' COMPENSATION LIABILITY INSURANCE. CONTRACTOR, by executing this Agreement, hereby certifies:

    "I am aware of the provision of Section 3700 of the Labor Code that requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

11. TIME OF THE ESSENCE. Time is of the essence in this Contract.

12. INDEMNIFICATION. All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify, hold harmless, and defend CITY, its officers, employees, and agents against any and all liability, injuries, or death of persons (CONTRACTOR's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigations arising through the sole active negligence or sole willful misconduct of CITY.

13. CONTRACTOR'S INDEPENDENT INVESTIGATION. No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by CITY for purposes of letting this Contract out to bid will be accepted as an excuse for any failure or omission on the part of CONTRACTOR to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

14. GRATUITIES. CONTRACTOR warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities or promises to CITY's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

15. CONFLICT OF INTEREST. CONTRACTOR warrants that he has no blood or marriage relationship, and that he is not in any way associated with any City officer or employee, or any architect, engineer, or other preparer of the Drawings and Specifications for this project. CONTRACTOR further warrants that no person in his employ has been employed by CITY within one (1) year of the date of Notice Inviting Bids.

16. CONTRACTOR'S AFFIDAVIT. After completion of the work contemplated by this Contract, CONTRACTOR shall file with the City Manager his affidavit stating that all

workmen and persons employed, all firms supplying materials, and all subcontractors upon the project have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice that has been filed under the provisions of the laws of the State of California.

17. SIGNATURE OF CONTRACTOR

Corporations:

The signature must contain the name of the corporation, must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's office.

Partnerships:

Names of all persons comprising the partnership or co-partnership must be stated. Bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging signer to be a general partner is presented to the City Clerk, in which case the general partner may sign.

Joint Ventures:

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Individuals:

Bids submitted by individuals must be signed by the bidder, unless an up-to-date power of attorney is on file in the City Clerk's office, in which case said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated in the signature.

18. SUBSTITUTED SECURITY. In accordance with Section 22300 of the Public Contracts Code, CONTRACTOR may substitute securities for any monies withheld by CITY to ensure performance under the Contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a State or Federally chartered bank or an escrow agent who shall pay such monies to CONTRACTOR upon notification by CITY of CONTRACTOR's satisfactory completion of the Contract. The type of securities deposited and the method of release shall be approved by the City Attorney's office.

19. RESOLUTION OF CLAIMS. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the Parties. The disputed work will be categorized as an "unresolved

dispute" and payment, if any, shall be as later determined as set forth below. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

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

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

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

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

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 calendar days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 calendar days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 calendar days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual Contract of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 calendar days (if the claim is less than $50,000, within 15 calendar days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 calendar days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

(i) If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code section 900 et seq., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 calendar days, but no earlier than 30 calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 calendar days by both Parties of a disinterested third person as mediator, shall be commenced within 30 calendar days of the submittal, and shall be concluded within 15 calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, either Party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other Party arising out of the trial de novo.

20. NOTICE TO CITY OF LABOR DISPUTES. Whenever CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, CONTRACTOR shall immediately give notice thereof, including all relevant information with respect thereto, to CITY.

21. BOOKS AND RECORDS. CONTRACTOR's books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of CITY.

22. UTILITY LOCATION. CITY acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.

23. REGIONAL NOTIFICATION CENTERS. CONTRACTOR agrees to contact the appropriate regional notification center in accordance with Government Code Section 4216.2.

24. TRENCH PROTECTION AND EXCAVATION. CONTRACTOR shall submit its detailed plan for worker protection during the excavation of trenches required by the scope of the work in accordance with Labor Code Section 6705.

    A. CONTRACTOR shall, without disturbing the condition, notify CITY, in writing, as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents, or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

        (1) The presence of any material that CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
        (2) Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or

        (3) Unknown physical conditions at the site of any unusual nature, different materially for those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

    B. Pending a determination by CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

    C. CITY shall promptly investigate the reported conditions. If CITY, through and in the exercise of its sole discretion, determines that the conditions do materially differ or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.

    D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the contract. CONTRACTOR shall retain any and all rights that pertain to the resolution of disputes and protests between the parties.

25. INSPECTION. The work shall be subject to inspection and testing by CITY and its authorized representatives during manufacture and construction and all other times and places, including, without limitation, the plans of CONTRACTOR and any of its suppliers. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All inspections and tests shall be performed in such manner as to not unduly delay the work. The work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the work.

26. DISCRIMINATION. CONTRACTOR represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

27. GOVERNING LAW. This Contract and any dispute arising hereunder shall be governed by the law of the State of California.

28. WRITTEN NOTICE. Any written notice required to be given in any part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of CONTRACTOR as set forth in the Contract Documents, and to CITY addressed as follows:

Robert K. Moehling, P.E.
Director of Public Works
City of Murrieta
1 Town Square
Murrieta, CA 92562

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date first above written.

DATED: 9-24-2025

CONTRACTOR:

By: _____

Dong K Jin
Print or type NAME

President
Print or type TITLE

714-251-3777
Phone Number

By: _____

Dong K Jin
Print or type NAME

Secretary
Print or type TITLE

714-251-3777
Phone Number

DATED: _____

CITY OF MURRIETA

By: _____
Cindy Warren, Mayor

APPROVED AS TO FORM:

_____
Tiffany Israel, City Attorney

ATTEST:

_____
Cristal McDonald, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles) Jin y Gong, Notary Public

On 9/24/2025 before me,
Date *Here Insert Name and Title of the Officer*

personally appeared Dong Keun Jin
Name(s) of Signer(s)

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

JIN Y. GONG
COMM. # 2492700
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JULY 18, 2028

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

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

PROPOSAL

*****The entirety of this Proposal Section shall be completed, scanned, and submitted online with the electronic proposal in the PlanetBids Vendor Portal as identified in the Instructions to Bidders. The original, hardcopy of this proposal shall be submitted to the City Project Manager within three (3) days of the Bid Opening.*****

FIRE STATION 1 SITE IMPROVEMENTS

CITY PROJECT NO. 22-452
CIP No. 21019

DATE: 9-23-2025

TO THE CITY CLERK OF MURRIETA, CALIFORNIA:

BIDDER (Firm Name) Deark E&C, Inc

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

FIRE STATION 1 SITE IMPROVEMENTS

CITY PROJECT NO. 22-452
CIP No. 21019

All in accordance with the City's Notice Inviting Bids, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein. The attached Bid Schedule is hereby made a part of this proposal.

The undersigned bidder declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other Contract Documents. If this proposal is accepted for award, bidder agrees to enter into a contract with City at the unit prices or lump-sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract and furnish bonds in the manner and time prescribed will result in forfeiture to City of the guarantee accompanying this proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder understands that the City Council reserves the right to accept or reject any or all proposals, or to waive any irregularities in any proposal in the interests of City.

The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed and bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by bidder, the unit price will be considered to be the bid.

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

BID SHEET

*****This Bid Sheet defines how the project will be bid and what will constitute the Lowest Bidder. The actual unit prices and total item prices shall be submitted online on the PlanetBids Vendor Portal as defined in the Instructions to Bidders. Should there be a discrepancy between this Bid Sheet and the electronic proposal, the electronic proposal shall govern.*****

FIRE STATION 1 SITE IMPROVEMENTS

CITY PROJECT NO. 22-452
CIP No. 21019

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
	BASE BID – GENERAL			**UNIT PRICES and TOTAL ITEM PRICES shall be submitted online at PlanetBids.com**	
1	Mobilization	1	LS		
2	Utility Coordination	1	LS		
3	Project Information Sign	1	EA		
4	Construction Survey and Staking	1	LS		
5	Erosion Control and SWPPP	1	LS		
6	Permits	1	LS		
7	Demolition	1	LS		
	BASE BID – SURFACE IMPROVEMENTS				
8	Aggregate Base (For Concrete Pavement)	1,009	CY		
9	Concrete Curb and Gutter (Type A-6), City Std. 301	317	LF		
10	Concrete Curb (Type D), City Std. 305	605	LF		
11	Concrete Sidewalk and Concrete Pads, City Std. 320	785	SF		
12	On-Site ADA Concrete Straight Run Ramp/Walkway	625	SF		
13	Handrails for On-Site ADA Straight Run Ramp/Walkway	122	LF		
14	Concrete ADA Curb Ramps (Driveways and On-Site)	740	SF		
15	Concrete Pavement w/Rebar (7" Thickness) (Main Drive Aisle)	26,487	SF		
16	Concrete Pavement w/Rebar (7" Thickness) (Driveway)	6,525	SF		
17	Concrete Pavement (6" Thickness) (Parking)	3,509	SF		
18	Concrete Pavement w/Rebar (6" Thickness) (Low Traffic)	4,151	SF		
19	Concrete Bond Beam w/Rebar for Automatic Gate	54	SF		
20	*Motorized Rolling Gate (B Street)	1	LS		
21	Concrete Bollard	2	EA		
22	Key Pad and Footing for Motorized Rolling Gate (B Street)	1	LS		
23	Key Pad and Footing for Motorized Rolling Gate (Juniper Street)	1	LS		
24	Unclassified Excavation	8,000	CY		
25	Earthen Swale	262	LF		
26	New Landscape Improvements	1	LS		
27	Signing and Striping	1	LS		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
	BASE BID – STORM DRAIN IMPROVEMENTS				
28	*Underground Infiltration / Detention Chambers System - MC-4500 Storm Chambers by Stormtech	1	LS		
29	Modular Wetland System (L-4-4)	1	EA		
30	Modular Wetland System (L-4-8)	2	EA		
31	Modular Wetland System (L-8-12)	1	EA		
32	Storm Drain Cleanout	5	EA		
33	Slot Drain 8000 Series with 0.5" Slot Opening and Slot Drain Catch Basin System	1	LS		
34	Catch Basin Brooks Box (24"x24")	3	EA		
35	Atrium Drain (6")	2	EA		
36	4" PVC Storm Drain	46	LF		
37	12" PVC Storm Drain	3	LF		
38	3" HDPE Storm Drain	41	LF		
39	4" HDPE Storm Drain	106	LF		
40	6" HDPE Storm Drain	288	LF		
41	8" HDPE Storm Drain	60	LF		
42	12" HDPE Storm Drain	404	LF		
43	Curb Core	7	EA		
44	Connect Strom Drain to Roof Downspout	3	EA		
45	Splash Block for Roof Downspout	8	EA		
46	*Construct Storm Drain Sump Pumps System and Wet Well Structures	1	LS		
	BASE BID – SEWER IMPROVEMENTS				
47	6" PVC SDR-35 Sewer Line	358	LF		
48	4' Sewer Manhole Per WMWD Std. W-1090	1	EA		
49	Sewer Cleanout Per WMWD Std. W-1090	5	EA		
50	Connect/Join New Sewer Line to Existing Sewer Lateral/Cleanout, Adjust Sewer Cleanout to Finish Grade	1	LS		
51	Service and Clean Out/Pump Existing Septic Tank, Disconnect, Fill, and Abandon Septic Tank	1	LS		
52	Service and Cleanout Existing Oil Water Separator, Adjust Structure and Rims to Finish Grade	1	LS		
	BASE BID – ELECTRICAL/GAS				
53	New Gas Line, Hook Up, and Connection to Generator	1	LS		
54	Relocate, Connect, Startup, and Test Natural Gas Generator	1	LS		
55	Electrical Material and Labor	1	LS		

TOTAL BASE BID: $ 2,593,095

TOTAL AMOUNT OF BASE BID (WORDS): Two million five hundred ninety three thousand ninety five

ADDITIVE BID ITEMS:

56	Asphalt Concrete Pavement (4" Thickness)	275	TON		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
57	Aggregate Base (For AC Pavement)	283	CY		
58	*Manual Rolling Gate (B Street)	1	LS		
59	*Tubular Steel Fence (B Street)	240	LF		
60	Perforated Steel Screen (For Additive Tubular Steel Fence and Manual Rolling Gate) (B Street)	1,560	SF		
61	Remove and Dispose of Existing Chain Link Fence, Manual Gate, and Vegetation (B Street)	260	LF		

TOTAL ADDITIVE BID: $ 184,665

TOTAL AMOUNT OF ADDITIVE BID (WORDS): one hundred eighty four thousand six hundred sixty five —+

SUM OF THE TOTAL BASE BID ITEMS AND ADDITIVE BID ITEMS:
$ 2,777,760

SUM OF THE TOTAL BASE BID ITEMS AND ADDITIVE BID ITEMS (WORDS):
Two million Seven hundred Seventy Seven thousand Seven hundred sixty —+

The following Bid Items are "**Specialty Items**" as defined in section 2-13 of the Special Provisions (Specialty Items are marked with an asterisk* on the Bid Sheet):

- *Bid Item 20: Motorized Rolling Gate (B Street)
- *Bid Item 28: Underground Infiltration / Detention Chambers System - MC-4500 Storm Chambers by Stormtech
- *Bid Item 46: Construct Storm Drain Sump Pumps System and Wet Well Structures
- *Bid Item 58: Manual Rolling Gate (B Street)
- *Bid Item 59: Tubular Steel Fence (B Street)

Basis of the bid shall be based upon the sum of the Total Base Bid Items and Additive Bid Items.

The City reserves the right to reject any or all bids.

The City reserves the right to choose or reject any of the Additive Bid Items.

The unit price or lump sum prices to be paid for the items listed in the Proposal Bid Sheet shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details as shown on the plans and as specified herein. Any items shown on the plans, but not included in the bid items, shall be considered as appurtenant items. All costs shall be included within the appropriate item of the Contractor's bid.

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

BID SCHEDULE

FIRE STATION 1 SITE IMPROVEMENTS

CITY PROJECT NO. 22-452
CIP No. 21019

Addendum(a) No(s). 1, 2 has/have been received and is/are included in this proposal.

REJECTION OF BIDS

The undersigned agrees that City reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids not affected by law, if to do so seems to best serve the public interest.

TIME
The Contract and Proposal documents shall be signed by the bidder, scanned, and submitted with the electronic proposal. Two wet-signed copies of the Contract, Proposal documents, Bid Bond, and insurance certificates shall be provided to the City Project Manager within three (3) days of the bid opening. Signatures shall comply with Section 17 of the Contract. The successful bidder shall submit the Contract bonds, **within ten (10) calendar days** after the bidder has received a Notice of Award.

BID DEPOSIT
There is enclosed herewith, a certified check or surety bond in the sum of ten percent (10%) of the base Two hundred Seventy Seven thousand Seven hundred seventy Six + **dollars and** _____ **cents** (**$** 277,776) made payable to City and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds, the certified check or surety bond, the money payable thereon, shall be and remain the property of City.

The undersigned hereby certifies that he will have an appropriate license, issued by the State of California to provide this work; that such license will be in full force and effect throughout the duration of construction; and that any and all subcontractors to be employed on this project will be similarly licensed.

Dated: 9-23-2025

1059536
California Contractor's License No.

CONTRACTOR

Signature

Dong K Jin, President
Print or Type Name and Title

714-251-3777
Telephone Number

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

SUBCONTRACTORS LIST

FIRE STATION 1 SITE IMPROVEMENTS

CITY PROJECT NO. 22-452
CIP No. 21019

As required by California State Law, the General Contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent (0.5%) of the General Contractor's total bid and will state the firm name and California contractor license number. If a General Contractor fails to specify a subcontractor, or if he specifies more than one (1) subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent (0.5%), he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

NOTE: If alternate bids are called for, and the General Contractor intends to use different or additional subcontractors on the alternates, he must provide a separate list of subcontractors for each alternate.

*****The Subcontractor List shall be provided with the online electronic proposal on the PlanetBids Vendor Portal as defined in the Instructions to Bidders. The signature below indicates the Subcontractor's List presented online is in compliance with the instructions herein.*****

Signature of Bidder

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

FIRE STATION 1 SITE IMPROVEMENTS

CITY PROJECT NO. 22-452
CIP No. 21019

The bidder is required to state what work of a similar character to that included in the proposed Contract he has successfully performed, especially for public agencies, and give references that will enable City to judge his responsibility, experience, skill, and business and financial standing. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance.

1. We have successfully performed a project of similar to the proposed contract:
   - Project Name: Veterans Park City Yard Stormwater Improvement
   - Owner: City of Bell Gardens
   - Project Manager: Bernardo Iniguez, 562-806-7770, biniguez@bellgardens.org
   - Completion Date: February, 2025
   - Contract Amount: $726,301

2. Reference Information for this project is attached

3. There are no pose or current litigation or other disputes concerning our performance.

Signature of Bidder

Deark E&C, Inc.

REFERENCES

Town Square Park Amphitheater Parking Lot Project

Owner/Agency: City of Murrieta

Contact: Brian Crawford, Project Manager, (951) 461-6047, bcrawford@murrietaca.gov

Contract Amount: $2,452,944

Completion Date: May 2025

Description: Site development including new parking lots and entryway monument construction.

Downtown Parking Lot Improvements Project

Owner/Agency: City of Rialto

Contact: Art Cervantes, Project Manager, (909) 820-2531, ACervantes@rialtoca.gov

Contract Amount: $794,073

Completion Date: September 2024

Description: Construction of new parking area.

Dills Park Renovation Parking Lot

Owner/Agency: City of Paramount

Contact: Jason Brown, Construction Manager, (562) 908-6200, jbrown@willdan.com

Contract Amount: $1,040,600

Completion Date: Currently Under Construction

Description: Construction of new parking area.

1335 W. Valencia Dr. Ste P,
Fullerton, CA 92833

Tel: (714)519-3484

email: slee@dearkec.com

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

FIRE STATION 1 SITE IMPROVEMENTS

CITY PROJECT NO. 22-452
CIP No. 21019

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing any contract for construction.

1. Have you ever been disqualified from any contract?

   Yes _____ No ✓

2. If yes, explain the circumstances:

   N/A

Signature of Bidder

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

NON-COLLUSION AFFIDAVIT

FIRE STATION 1 SITE IMPROVEMENTS

CITY PROJECT NO. 22-452
CIP No. 21019

State of California)
) ss
County of Los Angeles)

The undersigned declares:
I am the President of Deark E&C, Inc, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged the information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/23/25 (Date) at Torrance (City), CA (State).

Notary Public

By: President (Title)

Date: 9-23-2025

JIN Y. GONG
COMM. # 2492700
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JULY 18, 2028

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On 9/23/2025 before me, Jimy Gong, notary public,
Date *Here Insert Name and Title of the Officer*

personally appeared Dong Keun Jin
Name(s) of Signer(s)

_____,

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

JIN Y. GONG
COMM. # 2492700
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JULY 18, 2028

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

BIDDER'S AGREEMENT

FIRE STATION 1 SITE IMPROVEMENTS

CITY PROJECT NO. 22-452
CIP No. 21019

The undersigned also agrees as follows:

FIRST: Execute the Contract, scan, and submit with the online electronic proposal.

SECOND: Within **ten (10) calendar days** from the receipt of the Notice of Award of Contract, furnish to City, two (2) satisfactory bonds in the amounts specified in the Notice Inviting Bids guarantying the faithful performance of the work and payment of bills.

THIRD: To begin work within **ten (10) calendar days** after the date specified in the Notice to Proceed.

Accompanying this proposal is cash, a cashier's check, a certified check, or a bidder's bond for not less than ten percent (10%) of the total amount of the bid payable to City which is to be forfeited, as liquidated damages, if, in the event Contractor does not execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check, or bidder's bond is to be returned to the undersigned. Within fifteen (15) calendar days after award of this Contract, City will return the bidder's bond accompanying such proposal not considered in making the award. All other bidder's bonds will be held until the Contract has been finally executed; they will then be returned to the bidders whose proposals they accompany.

Deark E&C, Inc
BIDDER'S NAME

1335 W. Valencia Dr. Ste P, Fullerton, CA 92833
BIDDER'S ADDRESS

IMPORTANT NOTICE: If bidder is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager; if co-partnership, state true name of firm and names of all individual co-partners composing firm; or, if individual, state first and last names in full.

Officer's Signature	Title	Date
[signature]	President	9-23-2025
[signature]	Secretary	9-23-2025
[signature]	C.F.O.	9-23-2025

Signature and title of the officer(s) set forth above shall be authorized to sign contracts on behalf of the corporation, co-partnership, or individual. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a Power of Attorney must be on file with City prior to or at time of bid opening; otherwise, the bid will be subject to rejection by City Council.

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

CALIFORNIA AIR RESOURCES BOARD (CARB) ACKNOWLEDGEMENT FORM

FIRE STATION 1 SITE IMPROVEMENTS

CITY PROJECT NO. 22-452
CIP No. 21019

This is to Certify that

Deark E&C, Inc
(FILL IN CONTRACTOR'S NAME)

(hereinafter the "undersigned") acknowledges that they have read and shall comply with the requirements of Title 13: California Code of Regulations, Chapter 9: Off-Road Vehicles and Engines Pollution Control Devices, Article 4.8: In-Use Off-Road Diesel-Fueled Fleets sections 2449, 2449.1, and 2449.2 as described in these provisions. The undersigned shall provide their *Certificate of Reported Compliance: In-Use Off-Road Diesel-Fueled Fleets (CARB)* with their electronic bid prior to the bid date and time.

In addition, the undersigned acknowledges that they are responsible for gathering and submitting with their electronic bid any *CARB Certificate(s) of Reported Compliance: In-Use Off-Road Diesel-Fueled Fleets* for any listed Subcontractors utilizing a fleet that falls under these same provisions prior to the date and time of bid.

Dated: 9-23-2025

By: _____
(Signature)

Dong K Jin, President
(Print Name and Title)

California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

PORTER RENTS

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

1169

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

GOLDEN BAY FENCE PLUS IRONWORKS

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

237923

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

BID BOND

KNOW ALL BY THESE PRESENTS, That we, DeARK E&C, INC.

of 1335 W. VALENCIA DRIVE SUITE P, FULLERTON, CA 92833 (hereinafter called the Principal),

as Principal, and EMPLOYERS MUTUAL CASUALTY COMPANY

(hereinafter called the Surety), as Surety are held and firmly bound unto CITY OF MURRIETA

(hereinafter called the Obligee) in the penal sum of TEN PERCENT OF AMOUNT BID

Dollars ($ 10%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for FIRE STATION 1 SITE IMPROVEMENTS

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 22ND day of SEPTEMBER , 2025 .

Witness

DeARK E&C, INC. (Seal)
Principal

, president
Title

Witness

EMPLOYERS MUTUAL CASUALTY COMPANY

By
KEVIN VEGA Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On 9/23/25 before me, Jim Y Gong, Notary public,
Date *Here Insert Name and Title of the Officer*

personally appeared Dong Keun Jin
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

JIN Y. GONG
COMM. # 2492700
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JULY 18, 2028

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

KEVIN VEGA, BRITTON CHRISTIANSEN, PHILIP VEGA

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

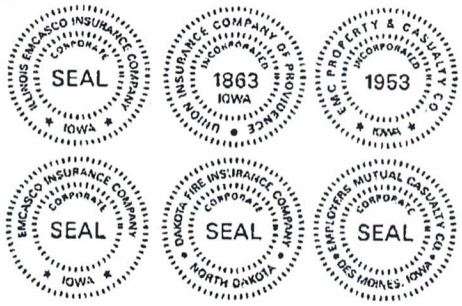
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of September, 2025.

Ryan J. Springer Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California }
} ss.
County of LOS ANGELES }

On September 22nd, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
Name(s) of Signer(s)

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490569
My Comm. Expires May 31, 2028

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

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

WITNESS my hand and official seal.

Signature:

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title of Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Individual
☐ Corporate Officer Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Right Thumbprint of Signer
Top of thumb here

Signer is Representing:

Signer's Name:
☐ Individual
☐ Corporate Officer Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Right Thumbprint of Signer
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Signer is Representing:

ADDENDUM NO. 1

CITY OF MURRIETA
DEPARTMENT OF PUBLIC WORKS/ENGINEERING

PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

FOR

FIRE STATION 1 SITE IMPROVEMENTS

CIP NO. 21019, CITY PROJECT NO. 22-452

SEPTEMBER 12, 2025

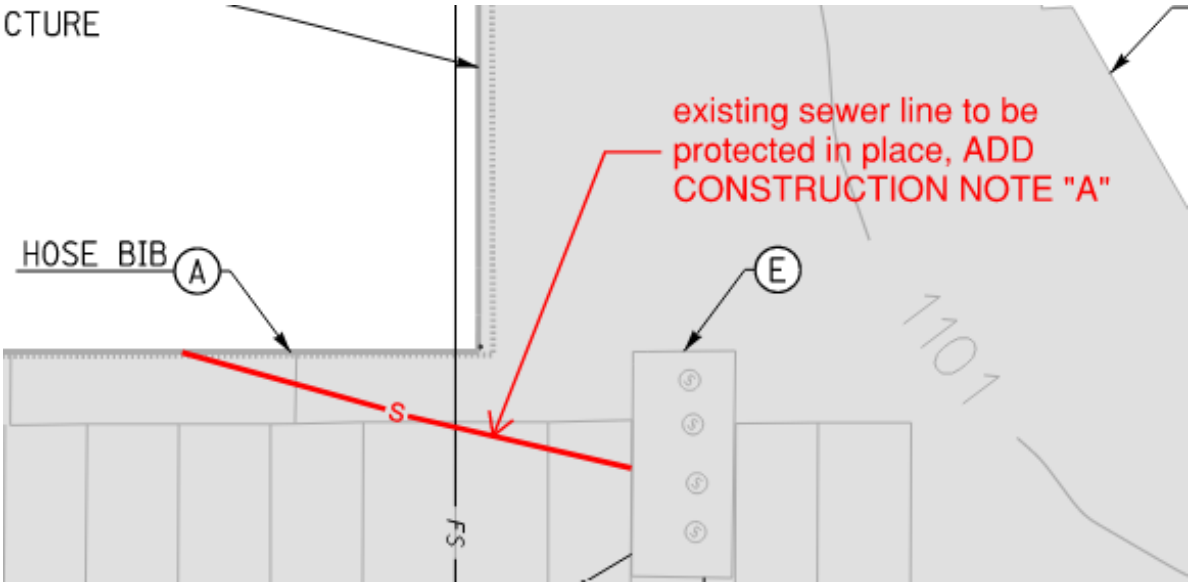
The following change(s) have been made to the bid documents, plans, and/or specifications posted on Planetbids and shall be incorporated into the bid. The referenced change(s) are as follows:

Item No. 1: Updated Plan Set

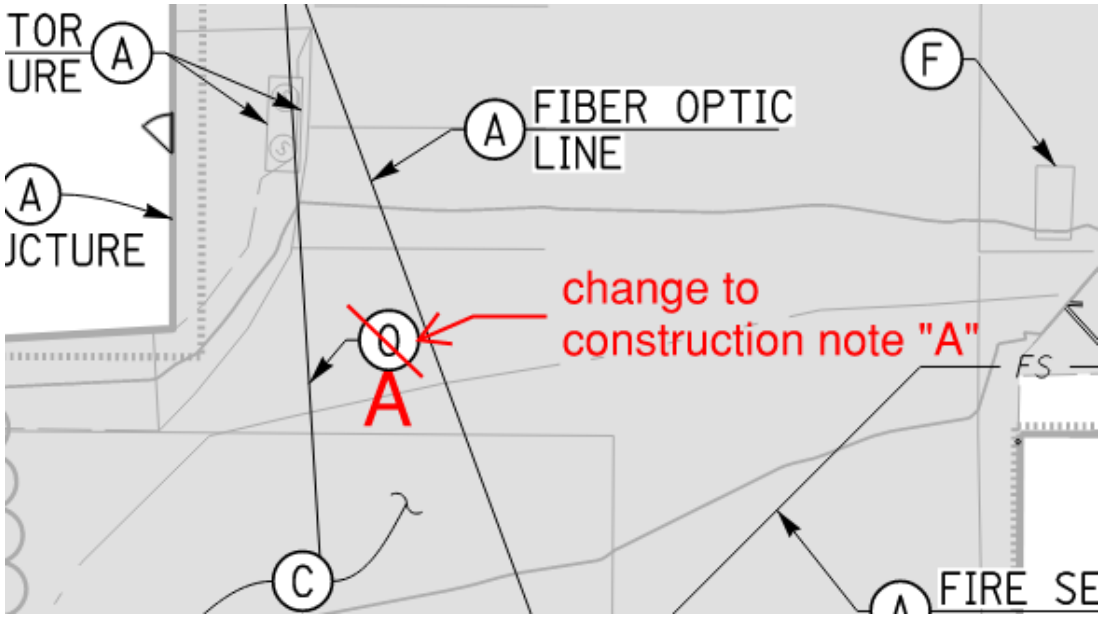
The Civil plan sheets (C-1 through C-18) have been updated to incorporate a number of revisions that have been made since the date of bid advertisement in addition to being signed. The previously provided combined Improvement Plan set from the original bid posting date on 8/18/25 are hereby considered obsolete and the new set of Improvement Plans issued via Addendum No. 1 shall be downloaded from PlanetBids under the Documents tab entitled "Plans (Addendum No. 1)" and considered the current Bid Set and made part of the Bidding Documents. The Contractor is responsible for reviewing the updated Final Plan Set issued via Addendum No. 1 in its entirety. The following is a summary of changes that have been made to the Civil sheets and have been incorporated into the updated combined plan set issued Via Addendum No. 1 including but not limited to:

Date: 9-23-2025

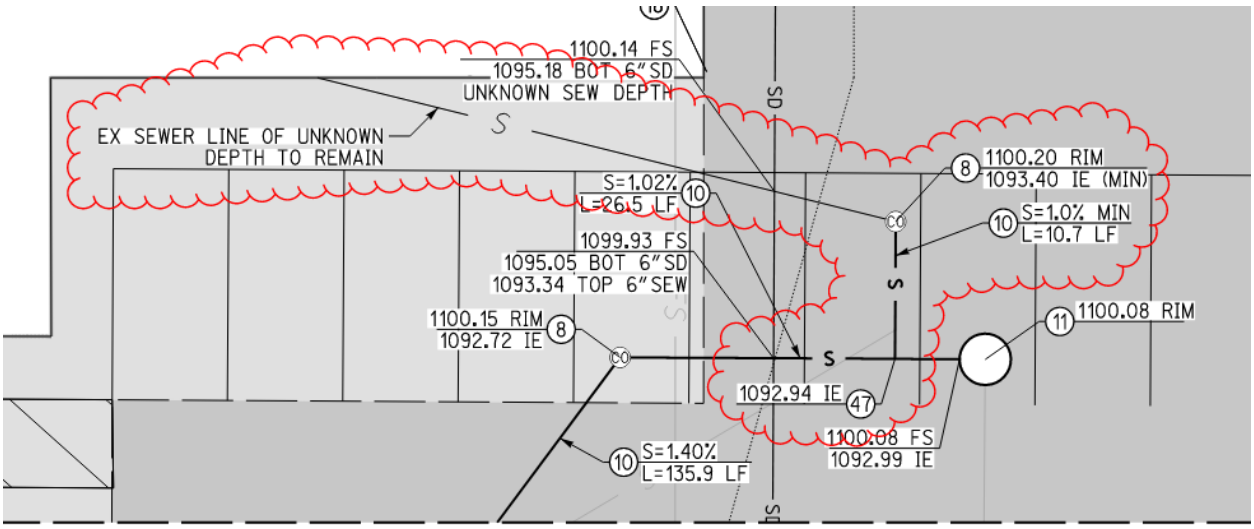
Revision No. 1: Sheet C-4
Updated plans to show an existing sewer line coming off of the existing Maintenance Building called out to be protected in place.



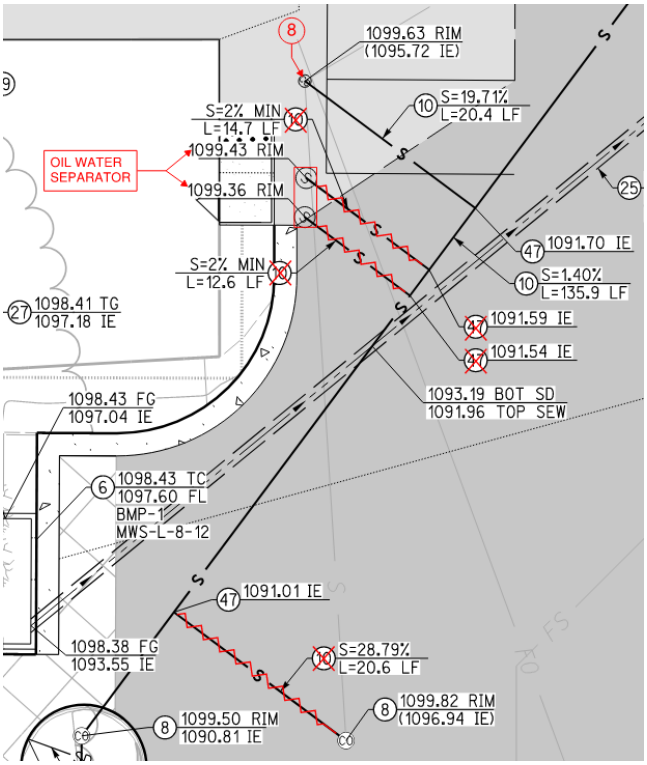
Revision No. 2: Sheet C-4
Changed construction note from "O" to "A" for an existing onsite sewer line.



Revision No. 3: Sheet C-9
Updated plans to show the existing sewer line coming from the maintenance building, added sewer cleanout, and added connection to new sewer line.



Revision No. 4: Sheet C-10
Incorporated the previously shown redlines on sheet C-10 of the original advertised bid set of plans into the revised bid set issued via this addendum.



Item No. 2: Pre-Bid Job Walk – Agenda and Sign-In Sheet

The City hosted the mandatory Pre-Bid Meeting at Fire Station 1 located at 41825 Juniper St. Murrieta, CA. 92562 on September 10th, 2025 @9:00 am. Per the project specifications, any contractor bidding on this project as the Prime/General Contractor was required to be in attendance at this pre-bid meeting. The pre-bid meeting agenda and sign-in sheet are included in Addendum No. 1 as **Attachment No. 1**.

Additionally, there was a question at the pre-bid meeting regarding the anticipated Notice to Proceed date and start of construction. Please reference Instructions to Bidders page 8 (IB-8) section 18 and Special Provisions page 9 (SP-9) section 6-7.1 which states that the Notice to Proceed date is anticipated to be issued on November 17th, 2025.

The Bid Date and Time remains unchanged on:

TUESDAY, SEPTEMBER 23, 2025 at 2:00:00 P.M.

ADDENDUM NO. 2

Date: 9-23-2025

CITY OF MURRIETA
DEPARTMENT OF PUBLIC WORKS/ENGINEERING

PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

FOR

FIRE STATION 1 SITE IMPROVEMENTS

CIP NO. 21019, CITY PROJECT NO. 22-452

SEPTEMBER 17, 2025

The following change(s) have been made to the bid documents, plans, and/or specifications posted on Planetbids and shall be incorporated into the bid. The referenced change(s) are as follows:

Item No. 1: Q&A RELEASE OF FINAL QUESTIONS/ANSWERS

A total of 7 questions and answers have been released as part of Addendum No. 2. Please refer to the Q&A section on Planetbids, Released Questions, Set 4.

Item No. 2: PANEL "F" PICTURES

As part of the questions released in Question Set 4, a request was made to provide pictures of panel "F" referenced on the Electrical Plans (Sheets E-3 and E-4). Pictures of panel "F" are included in Addendum No. 2 as Attachment No. 1.

Item No. 3: PUMP EQUIPMENT SPECIFICATIONS

As part of the questions released in Question Set 4, a request was made to provide additional information and specifications regarding the pump equipment per the Mechanical Plans (Sheets M-1 through M-4). Specification section 11060 "Pumping Equipment" included in Addendum No. 2 as Attachment No. 2 shall hereby be added to the project specifications and made a part of the contract documents. Please reference Attachment No. 2.

Item No. 4: EXHIBIT A LANDSCAPING AND IRRIGATION IMPROVEMENTS UPDATE AND CLARIFICATIONS

Changes have been made to Exhibit A "New Landscaping and Irrigation Improvements" of the project Specifications and the updated Exhibit A is included in Addendum No. 2 as Attachment No. 3. The updated Exhibit A "New Landscaping and Irrigation Improvements" issued via Addendum No. 2 as Attachment No. 3 shall hereby be included in the contract documents and supersede the previously provided Exhibit A included in the advertised bid specifications. Additionally, the following question were asked regarding the landscape and irrigation scope of work pertaining to Bid Item 26 for "New Landscape Improvements":

Question 1: There are three existing valves on the northeast side of the building in the planter that are filled with dirt, and one valve box is broken. It is assumed per plan that we are to use these existing valves, please confirm. In addition, are we replacing any of the valve boxes?
Response 1: Yes, the Contractor shall remove, replace, and reconnect the three (3) existing irrigation valves and their associated irrigation boxes to match existing. Please reference the updated Exhibit A for "New Landscaping and Irrigation Improvements" included in Addendum No. 2 as Attachment No. 3.

Question 2: There is an existing mow curb and existing plant material on the northeast side of the building, would part of our scope of work be to remove existing plant material and mow curb in this planter?
Response 2: Yes, the existing mow curb indicated on the updated Exhibit A shall be removed. Additionally, the existing shrubs and grass in the "New Planter Area" indicated on Exhibit A shall also be removed.

Question 3: There is a quick coupler valve exposed next to existing valves, do we need to install a valve box? If so, would this be added to scope of work and would a 10-inch round valve box suffice?
Response 3: Yes, the Contractor shall install a new 10" round valve box around the existing exposed quick coupler valve. See updated Exhibit A for reference.

Question 4: Where is the irrigation controller located?
Response 4: The irrigation controller is located in the electrical room containing Panel "F" (reference sheet E-3 of the electrical plans for the location of Panel "F").

Question 5: Is there a specific grass (sod) type to be used to restore front lawn?
Response 5: Any disturbed grass (sod)/landscaping in the front lawn shall be restored in kind. The existing grass is fescue.

*All cost associated with the new irrigation valves, valve boxes, and associated connections/hookups shall be included in the lump sum cost paid for **Bid Item 26 "New Landscape Improvements"** and no additional cost will be allowed therefor.

*All cost associated with removal and disposal of the existing mow curb shall be included in the lump sum cost paid for **Bid Item 7 "Demolition"** and no additional cost will be allowed therefor.

*All cost associated with restoration in kind of disturbed existing landscaping shall be included in the cost of various bid items and no additional cost will be allowed therefor.

Please reference Attachment No. 3 for the updated Exhibit A "New Landscaping and Irrigation Improvements"

The Bid Date and Time remains unchanged on:

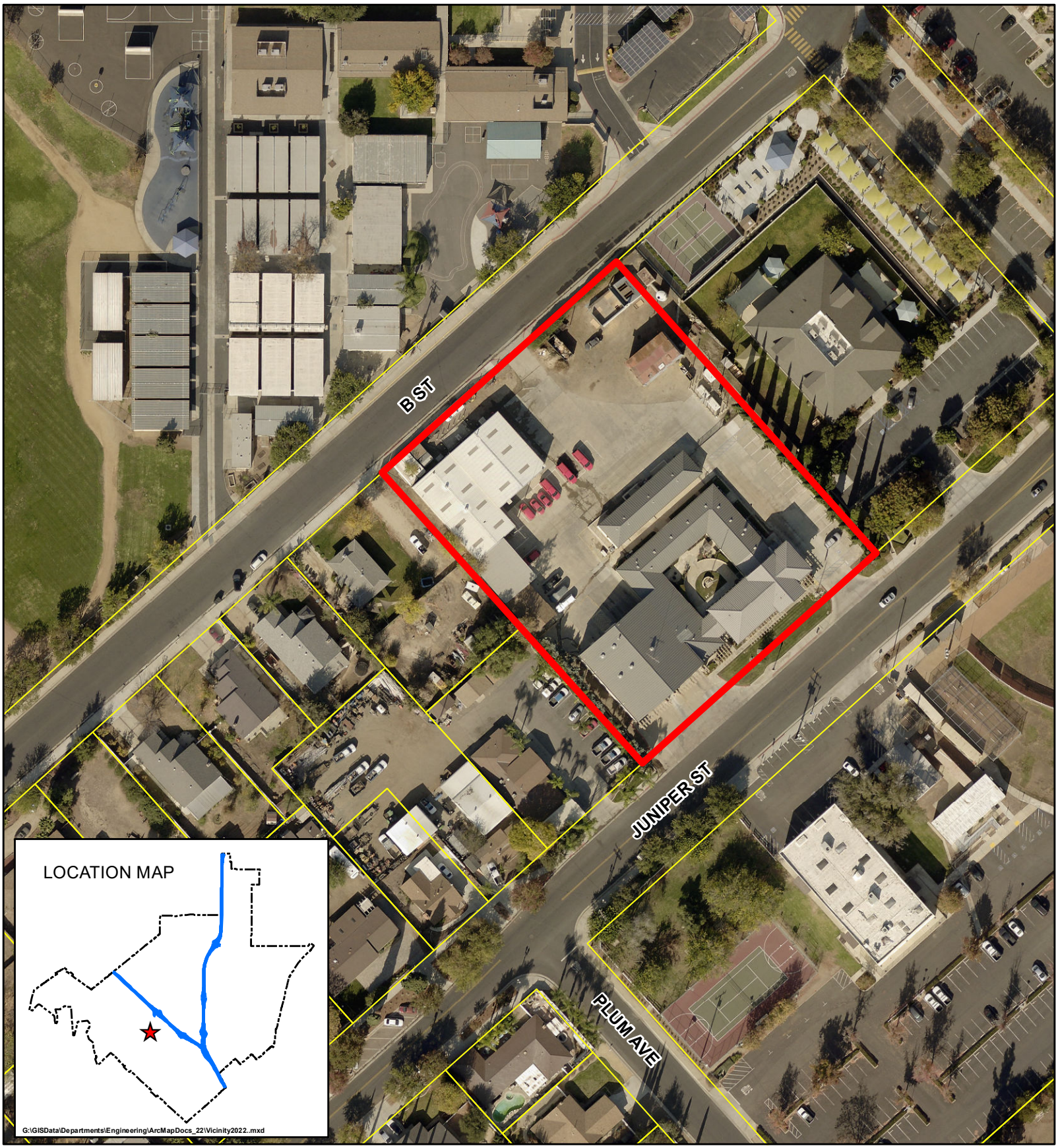
TUESDAY, SEPTEMBER 23, 2025 at 2:00:00 P.M.

FIRE STATION 1 SITE IMPROVEMENTS
CITY PROJECT NO. 22-452, CIP NO. 21019
BIDS OPENED: 9/23/25 @ 2:00 P.M.

				DEARK E&C, INC.			Riverside Construction Company, Inc.			Van Engineeing Inc.			Spec Construction Co. Inc.			Act 1 Construction			R2BUILD	
Bid Item	Description	Units	Estimated Quantity	Unit Price	Total Price	% of Total Bid Price	Unit Price	Total Price	% of Total Bid Price	Unit Price	Total Price	% of Total Bid Price	Unit Price	Total Price	% of Total Bid Price	Unit Price	Total Price	% of Total Bid Price	Unit Price	Total Price
	Base Bid - General																			
1	Mobilization	LS	1	$120,000.00	$120,000.00	4.32%	$96,129.00	$96,129.00	3.34%	$ 200,000.00	$ 200,000.00	6.89%	$ 85,000.00	$ 85,000.00	2.78%	$ 432,204.00	$ 432,204.00	13.68%	$ 152,100.00	$ 152,100.00
2	Utility Coordination	LS	1	$10,000.00	$10,000.00	0.36%	$3,000.00	$3,000.00	0.10%	$ 3,000.00	$ 3,000.00	0.10%	$ 15,000.00	$ 15,000.00	0.49%	$ 2,800.00	$ 2,800.00	0.09%	$ 23,400.00	$ 23,400.00
3	Project Information Sign	EA	1	$1,500.00	$1,500.00	0.05%	$2,400.00	$2,400.00	0.08%	$ 2,000.00	$ 2,000.00	0.07%	$ 5,500.00	$ 5,500.00	0.18%	$ 2,000.00	$ 2,000.00	0.06%	$ 11,700.00	$ 11,700.00
4	Construction Survey and Staking	LS	1	$20,000.00	$20,000.00	0.72%	$60,000.00	$60,000.00	2.09%	$ 23,500.00	$ 23,500.00	0.81%	$ 35,000.00	$ 35,000.00	1.14%	$ 20,000.00	$ 20,000.00	0.63%	$ 29,200.00	$ 29,200.00
5	Erosion Control and SWPPP	LS	1	$15,000.00	$15,000.00	0.54%	$41,000.00	$41,000.00	1.43%	$ 8,500.00	$ 8,500.00	0.29%	$ 35,000.00	$ 35,000.00	1.14%	$ 23,000.00	$ 23,000.00	0.73%	$ 40,950.00	$ 40,950.00
6	Permits	LS	1	$5,000.00	$5,000.00	0.18%	$5,000.00	$5,000.00	0.17%	$ 15,000.00	$ 15,000.00	0.52%	$ 7,500.00	$ 7,500.00	0.24%	$ 45,000.00	$ 45,000.00	1.42%	$ 11,700.00	$ 11,700.00
7	Demolition	LS	1	$165,000.00	$165,000.00	5.94%	$401,918.00	$401,918.00	13.98%	$ 225,000.00	$ 225,000.00	7.75%	$ 185,000.00	$ 185,000.00	6.04%	$ 169,000.00	$ 169,000.00	5.35%	$ 148,250.00	$ 148,250.00
	Base Bid - Surface Improvements																			
8	Aggregate Base (For Concrete Pavement)	CY	1009	$80.00	$80,720.00	2.91%	$63.00	$63,567.00	2.21%	$ 65.00	$ 65,585.00	2.26%	$ 50.00	$ 50,450.00	1.65%	$ 50.00	$ 50,450.00	1.60%	$ 105.30	$ 106,247.70
9	Concrete Curb and Gutter (Type A-6), City Std. 301	LF	317	$75.00	$23,775.00	0.86%	$56.00	$17,752.00	0.62%	$ 45.00	$ 14,265.00	0.49%	$ 50.00	$ 15,850.00	0.52%	$ 60.00	$ 19,020.00	0.60%	$ 70.20	$ 22,253.40
10	Concrete Curb (Type D), City Std. 305	LF	605	$57.00	$34,485.00	1.24%	$50.00	$30,250.00	1.05%	$ 45.00	$ 27,225.00	0.94%	$ 30.00	$ 18,150.00	0.59%	$ 50.00	$ 30,250.00	0.96%	$ 58.50	$ 35,392.50
11	Concrete Sidewalk and Concrete Pads, City Std. 320	SF	785	$14.00	$10,990.00	0.40%	$23.00	$18,055.00	0.63%	$ 7.50	$ 5,887.50	0.20%	$ 25.00	$ 19,625.00	0.64%	$ 30.00	$ 23,550.00	0.75%	$ 29.25	$ 22,961.25
12	On-Site ADA Concrete Straight Run Ramp/Walkway	SF	625	$28.00	$17,500.00	0.63%	$42.00	$26,250.00	0.91%	$ 15.00	$ 9,375.00	0.32%	$ 25.00	$ 15,625.00	0.51%	$ 40.00	$ 25,000.00	0.79%	$ 22.23	$ 13,893.75
13	Handrails for On-Site ADA Straight Run Ramp/Walkway	LF	122	$130.00	$15,860.00	0.57%	$110.00	$13,420.00	0.47%	$ 121.00	$ 14,762.00	0.51%	$ 200.00	$ 24,400.00	0.80%	$ 196.00	$ 23,912.00	0.76%	$ 234.00	$ 28,548.00
14	Concrete ADA Curb Ramps (Driveways and On-Site)	SF	740	$40.00	$29,600.00	1.07%	$29.00	$21,460.00	0.75%	$ 20.00	$ 14,800.00	0.51%	$ 35.00	$ 25,900.00	0.85%	$ 42.00	$ 31,080.00	0.98%	$ 31.59	$ 23,376.60
15	Concrete Pavement w/Rebar (7" Thickness) (Main Drive Aisle)	SF	26487	$21.00	$556,227.00	20.02%	$9.75	$258,248.25	8.98%	$ 12.50	$ 331,087.50	11.40%	$ 20.00	$ 529,740.00	17.30%	$ 19.00	$ 503,253.00	15.93%	$ 18.72	$ 495,836.64
16	Concrete Pavement w/Rebar (7" Thickness) (Driveway)	SF	6525	$21.00	$137,025.00	4.93%	$9.75	$63,618.75	2.21%	$ 12.75	$ 83,193.75	2.86%	$ 21.00	$ 137,025.00	4.48%	$ 19.00	$ 123,975.00	3.93%	$ 21.06	$ 137,416.50
17	Concrete Pavement (6" Thickness) (Parking)	SF	3509	$18.00	$63,162.00	2.27%	$9.75	$34,212.75	1.19%	$ 8.50	$ 29,826.50	1.03%	$ 19.00	$ 66,671.00	2.18%	$ 16.00	$ 56,144.00	1.78%	$ 10.53	$ 36,949.77
18	Concrete Pavement w/Rebar (6" Thickness) (Low Traffic)	SF	4151	$20.00	$83,020.00	2.99%	$9.00	$37,359.00	1.30%	$ 10.00	$ 41,510.00	1.43%	$ 19.00	$ 78,869.00	2.58%	$ 17.00	$ 70,567.00	2.23%	$ 16.38	$ 67,993.38
19	Concrete Bond Beam w/Rebar for Automatic Gate	SF	54	$46.00	$2,484.00	0.09%	$56.00	$3,024.00	0.11%	$ 50.00	$ 2,700.00	0.09%	$ 250.00	$ 13,500.00	0.44%	$ 80.00	$ 4,320.00	0.14%	$ 35.10	$ 1,895.40
20	*Motorized Rolling Gate (B Street)	LS	1	$48,000.00	$48,000.00	1.73%	$45,000.00	$45,000.00	1.56%	$ 60,000.00	$ 60,000.00	2.07%	$ 60,000.00	$ 60,000.00	1.96%	$ 39,880.00	$ 39,880.00	1.26%	$ 46,650.00	$ 46,650.00
21	Concrete Bollard	EA	2	$1,490.00	$2,980.00	0.11%	$2,237.00	$4,474.00	0.16%	$ 1,000.00	$ 2,000.00	0.07%	$ 1,200.00	$ 2,400.00	0.08%	$ 2,500.00	$ 5,000.00	0.16%	$ 2,340.00	$ 4,680.00
22	Key Pad and Footing for Motorized Rolling Gate (B Street)	LS	1	$2,500.00	$2,500.00	0.09%	$8,500.00	$8,500.00	0.30%	$ 5,000.00	$ 5,000.00	0.17%	$ 5,000.00	$ 5,000.00	0.16%	$ 9,880.00	$ 9,880.00	0.31%	$ 11,583.00	$ 11,583.00
23	Key Pad and Footing for Motorized Rolling Gate (Juniper Street)	LS	1	$2,500.00	$2,500.00	0.09%	$8,500.00	$8,500.00	0.30%	$ 5,000.00	$ 5,000.00	0.17%	$ 5,000.00	$ 5,000.00	0.16%	$ 9,880.00	$ 9,880.00	0.31%	$ 11,583.00	$ 11,583.00
24	Unclassified Excavation	CY	8000	$23.00	$184,000.00	6.62%	$1.00	$8,000.00	0.28%	$ 35.00	$ 280,000.00	9.64%	$ 18.50	$ 148,000.00	4.83%	$ 5.00	$ 40,000.00	1.27%	$ 21.65	$ 173,200.00
25	Earthen Swale	LF	262	$28.00	$7,336.00	0.26%	$43.00	$11,266.00	0.39%	$ 70.00	$ 18,340.00	0.63%	$ 30.00	$ 7,860.00	0.26%	$ 18.00	$ 4,716.00	0.15%	$ 38.03	$ 9,963.86
26	New Landscape Improvements	LS	1	$51,000.00	$51,000.00	1.84%	$7,960.00	$7,960.00	0.28%	$ 20,000.00	$ 20,000.00	0.69%	$ 20,000.00	$ 20,000.00	0.65%	$ 62,000.00	$ 62,000.00	1.96%	$ 23,400.00	$ 23,400.00
27	Signing and Striping	LS	1	$11,000.00	$11,000.00	0.40%	$5,500.00	$5,500.00	0.19%	$ 6,500.00	$ 6,500.00	0.22%	$ 5,000.00	$ 5,000.00	0.16%	$ 8,500.00	$ 8,500.00	0.27%	$ 4,095.00	$ 4,095.00
	Base Bid - Storm Drain Improvements																			
28	*Underground Infiltration / Detention Chambers System - MC-4500 Storm Char	LS	1	$172,500.00	$172,500.00	6.21%	$500,000.00	$500,000.00	17.39%	$ 160,000.00	$ 160,000.00	5.51%	$ 250,000.00	$ 250,000.00	8.17%	$ 246,000.00	$ 246,000.00	7.79%	$ 243,360.00	$ 243,360.00
29	Modular Wetland System (L-4-4)	EA	1	$34,500.00	$34,500.00	1.24%	$36,000.00	$36,000.00	1.25%	$ 44,000.00	$ 44,000.00	1.52%	$ 38,000.00	$ 38,000.00	1.24%	$ 31,000.00	$ 31,000.00	0.98%	$ 81,900.00	$ 81,900.00
30	Modular Wetland System (L-4-8)	EA	2	$57,500.00	$115,000.00	4.14%	$48,000.00	$96,000.00	3.34%	$ 45,000.00	$ 90,000.00	3.10%	$ 45,000.00	$ 90,000.00	2.94%	$ 43,000.00	$ 86,000.00	2.72%	$ 94,770.00	$ 189,540.00
31	Modular Wetland System (L-8-12)	EA	1	$115,000.00	$115,000.00	4.14%	$80,000.00	$80,000.00	2.78%	$ 80,000.00	$ 80,000.00	2.75%	$ 120,000.00	$ 120,000.00	3.92%	$ 81,000.00	$ 81,000.00	2.56%	$ 169,650.00	$ 169,650.00
32	Storm Drain Cleanout	EA	5	$1,700.00	$8,500.00	0.31%	$4,100.00	$20,500.00	0.71%	$ 3,500.00	$ 17,500.00	0.60%	$ 750.00	$ 3,750.00	0.12%	$ 1,800.00	$ 9,000.00	0.28%	$ 3,510.00	$ 17,550.00
33	Slot Drain 8000 Series with 0.5" Slot Opening and Slot Drain Catch Basin System	LS	1	$34,500.00	$34,500.00	1.24%	$21,000.00	$21,000.00	0.73%	$ 25,000.00	$ 25,000.00	0.86%	$ 38,000.00	$ 38,000.00	1.24%	$ 38,320.00	$ 38,320.00	1.21%	$ 70,200.00	$ 70,200.00
34	Catch Basin Brooks Box (24"x24")	EA	3	$3,450.00	$10,350.00	0.37%	$5,500.00	$16,500.00	0.57%	$ 5,500.00	$ 16,500.00	0.57%	$ 2,000.00	$ 6,000.00	0.20%	$ 4,500.00	$ 13,500.00	0.43%	$ 9,360.00	$ 28,080.00
35	Atrium Drain (6")	EA	2	$500.00	$1,000.00	0.04%	$619.00	$1,238.00	0.04%	$ 750.00	$ 1,500.00	0.05%	$ 250.00	$ 500.00	0.02%	$ 300.00	$ 600.00	0.02%	$ 1,755.00	$ 3,510.00
36	4" PVC Storm Drain	LF	46	$50.00	$2,300.00	0.08%	$51.00	$2,346.00	0.08%	$ 300.00	$ 13,800.00	0.48%	$ 65.00	$ 2,990.00	0.10%	$ 150.00	$ 6,900.00	0.22%	$ 93.60	$ 4,305.60
37	12" PVC Storm Drain	LF	3	$110.00	$330.00	0.01%	$263.00	$789.00	0.03%	$ 200.00	$ 600.00	0.02%	$ 120.00	$ 360.00	0.01%	$ 250.00	$ 750.00	0.02%	$ 105.30	$ 315.90
38	3" HDPE Storm Drain	LF	41	$46.00	$1,886.00	0.07%	$52.00	$2,132.00	0.07%	$ 95.00	$ 3,895.00	0.13%	$ 60.00	$ 2,460.00	0.08%	$ 80.00	$ 3,280.00	0.10%	$ 87.75	$ 3,597.75
39	4" HDPE Storm Drain	LF	106	$50.00	$5,300.00	0.19%	$59.00	$6,254.00	0.22%	$ 55.00	$ 5,830.00	0.20%	$ 50.00	$ 5,300.00	0.17%	$ 80.00	$ 8,480.00	0.27%	$ 99.45	$ 10,541.70
40	6" HDPE Storm Drain	LF	288	$74.00	$21,312.00	0.77%	$61.00	$17,568.00	0.61%	$ 75.00	$ 21,600.00	0.74%	$ 50.00	$ 14,400.00	0.47%	$ 91.00	$ 26,208.00	0.83%	$ 111.15	$ 32,011.20
41	8" HDPE Storm Drain	LF	60	$95.00	$5,700.00	0.21%	$92.00	$5,520.00	0.19%	$ 90.00	$ 5,400.00	0.19%	$ 70.00	$ 4,200.00	0.14%	$ 93.00	$ 5,580.00	0.18%	$ 114.66	$ 6,879.60
42	12" HDPE Storm Drain	LF	404	$126.00	$50,904.00	1.83%	$68.00	$27,472.00	0.96%	$ 95.00	$ 38,380.00	1.32%	$ 115.00	$ 46,460.00	1.52%	$ 105.00	$ 42,420.00	1.34%	$ 117.00	$ 47,268.00
43	Curb Core	EA	7	$570.00	$3,990.00	0.14%	$300.00	$2,100.00	0.07%	$ 250.00	$ 1,750.00	0.06%	$ 250.00	$ 1,750.00	0.06%	$ 1,000.00	$ 7,000.00	0.22%	$ 4,095.00	$ 28,665.00
44	Connect Strom Drain to Roof Downspout	EA	3	$570.00	$1,710.00	0.06%	$333.00	$999.00	0.03%	$ 350.00	$ 1,050.00	0.04%	$ 500.00	$ 1,500.00	0.05%	$ 500.00	$ 1,500.00	0.05%	$ 5,850.00	$ 17,550.00
45	Splash Block for Roof Downspout	EA	8	$460.00	$3,680.00	0.13%	$155.00	$1,240.00	0.04%	$ 250.00	$ 2,000.00	0.07%	$ 300.00	$ 2,400.00	0.08%	$ 850.00	$ 6,800.00	0.22%	$ 3,042.00	$ 24,336.00
46	*Construct Storm Drain Sump Pumps System and Wet Well Structures	LS	1	$97,750.00	$97,750.00	3.52%	$234,623.00	$234,623.00	8.16%	$ 300,000.00	$ 300,000.00	10.33%	$ 400,000.00	$ 400,000.00	13.06%	$ 315,000.00	$ 315,000.00	9.97%	$ 98,935.20	$ 98,935.20
	Base Bid - Sewer Improvements																			
47	6" PVC SDR-35 Sewer Line	LF	358	$108.00	$38,664.00	1.39%	$164.00	$58,712.00	2.04%	$ 105.00	$ 37,590.00	1.29%	$ 45.00	$ 16,110.00	0.53%	$ 98.00	$ 35,084.00	1.11%	$ 105.30	$ 37,697.40
48	4' Sewer Manhole Per WMWD Std. W-1090	EA	1	$10,350.00	$10,350.00	0.37%	$13,400.00	$13,400.00	0.47%	$ 15,000.00	$ 15,000.00	0.52%	$ 12,000.00	$ 12,000.00	0.39%	$ 10,000.00	$ 10,000.00	0.32%	$ 40,950.00	$ 40,950.00
49	Sewer Cleanout Per WMWD Std. W-1090	EA	5	$1,380.00	$6,900.00	0.25%	$4,200.00	$21,000.00	0.73%	$ 6,500.00	$ 32,500.00	1.12%	$ 700.00	$ 3,500.00	0.11%	$ 1,800.00	$ 9,000.00	0.28%	$ 2,925.00	$ 14,625.00
50	Connect/Join New Sewer Line to Existing Sewer Lateral/Cleanout, Adjust Sewer	LS	1	$1,380.00	$1,380.00	0.05%	$8,000.00	$8,000.00	0.28%	$ 10,000.00	$ 10,000.00	0.34%	$ 5,500.00	$ 5,500.00	0.18%	$ 4,500.00	$ 4,500.00	0.14%	$ 5,850.00	$ 5,850.00
51	Service and Clean Out/Pump Existing Septic Tank, Disconnect, Fill, and Abandor	LS	1	$20,700.00	$20,700.00	0.75%	$21,691.00	$21,691.00	0.75%	$ 15,000.00	$ 15,000.00	0.52%	$ 25,000.00	$ 25,000.00	0.82%	$ 18,000.00	$ 18,000.00	0.57%	$ 35,100.00	$ 35,100.00
52	Service and Cleanout Existing Oil Water Separator, Adjust Structure and Rims to	LS	1	$17,250.00	$17,250.00	0.62%	$14,032.00	$14,032.00	0.49%	$ 7,500.00	$ 7,500.00	0.26%	$ 4,000.00	$ 4,000.00	0.13%	$ 12,000.00	$ 12,000.00	0.38%	$ 29,250.00	$ 29,250.00
	Base Bid - Electric/Gas																			
53	New Gas Line, Hook Up, and Connection to Generator	LS	1	$13,800.00	$13,800.00	0.50%	$3,740.00	$3,740.00	0.13%	$ 4,500.00	$ 4,500.00	0.15%	$ 4,900.00	$ 4,900.00	0.16%	$ 35,000.00	$ 35,000.00	1.11%	$ 52,650.00	$ 52,650.00
54	Relocate, Connect, Startup, and Test Natural Gas Generator	LS	1	$10,925.00	$10,925.00	0.39%	$7,600.00	$7,600.00	0.26%	$ 43,400.00	$ 43,400.00	1.49%	$ 4,000.00	$ 4,000.00	0.13%	$ 22,000.00	$ 22,000.00	0.70%	$ 5,850.00	$ 5,850.00
55	Electrical Material and Labor	LS	1	$86,250.00	$86,250.00	3.11%	$198,625.00	$198,625.00	6.91%	$ 200,000.00	$ 200,000.00	6.89%	$ 105,000.00	$ 105,000.00	3.43%	$ 77,500.00	$ 77,500.00	2.45%	$ 108,050.00	$ 108,050.00
	Additive Bid																			
56	Asphalt Concrete Pavement (4" Thickness)	TON	275	$207.00	$56,925.00	2.05%	$185.00	$50,875.00	1.77%	$ 190.00	$ 52,250.00	1.80%	$ 190.00	$ 52,250.00	1.71%	$ 300.00	$ 82,500.00	2.61%	$ 175.50	$ 48,262.50
57	Aggregate Base (For AC Pavement)	CY	283	$80.00	$22,640.00	0.82%	$57.64	$16,312.12	0.57%	$ 75.00	$ 21,225.00	0.73%	$ 140.00	$ 39,620.00	1.29%	$ 53.00	$ 14,999.00	0.47%	$ 105.30	$ 29,799.90
58	*Manual Rolling Gate (B Street)	LS	1	$20,000.00	$20,000.00	0.72%	$18,000.00	$18,000.00	0.63%	$ 21,500.00	$ 21,500.00	0.74%	$ 21,000.00	$ 21,000.00	0.69%	$ 15,061.00	$ 15,061.00	0.48%	$ 17,621.00	$ 17,621.00
59	*Tubular Steel Fence (B Street)	LF	240	$230.00	$55,200.00	1.99%	$218.00	$52,320.00	1.82%	$ 300.00	$ 72,000.00	2.48%	$ 250.00	$ 60,000.00	1.96%	$ 120.00	$ 28,800.00	0.91%	$ 140.40	$ 33,696.00
60	Perforated Steel Screen (For Additive Tubular Steel Fence and Manual Rolling G	SF	1560	$12.00	$18,720.00	0.67%	$10.00	$15,600.00	0.54%	$ 15.00	$ 23,400.00	0.81%	$ 20.00	$ 31,200.00	1.02%	$ 12.00	$ 18,720.00	0.59%	$ 14.00	$ 21,840.00
61	Remove and Dispose of Existing Chain Link Fence, Manual Gate, and Vegetatior	LF	260	$43.00	$11,180.00	0.40%	$30.29	$7,875.40	0.27%	$ 20.00	$ 5,200.00	0.18%	$ 125.00	$ 32,500.00	1.06%	$ 40.00	$ 10,400.00	0.33%	$ 46.80	$ 12,168.00
	TOTAL BID PRICE				$2,777,760.00	100.00%		$2,875,927.27	100.00%		$ 2,903,927.25	100.00%		$ 3,061,715.00	100.00%		$ 3,158,283.00	100.00%		$ 3,266,825.50

	Aster Construction Services			CT&T Concrete Paving Inc.			Los Angeles Engineering, Inc.			Elegant Construction Inc.			Loghmani & Associates, Inc			Kunzik and Sara Construction, Inc			Newman Midland Corp			Hillcrest Contracting, Inc.		
% of Total Bid Price	Unit Price	Total Price	% of Total Bid Price	Unit Price	Total Price	% of Total Bid Price	Unit Price	Total Price	% of Total Bid Price	Unit Price	Total Price	% of Total Bid Price	Unit Price	Total Price	% of Total Bid Price	Unit Price	Total Price	% of Total Bid Price	Unit Price	Total Price	% of Total Bid Price	Unit Price	Total Price	% of Total Bid Price
4.66%	$ 585,000.00	$ 585,000.00	16.99%	$ 490,996.00	$ 490,996.00	13.41%	$ 315,790.00	$ 315,790.00	8.53%	$ 30,000.00	$ 30,000.00	0.80%	$ 150,000.00	$ 150,000.00	3.98%	$ 174,000.00	$ 174,000.00	4.53%	$ 322,659.00	$ 322,659.00	8.20%	$ 365,000.00	$ 365,000.00	6.98%
0.72%	$ 30,000.00	$ 30,000.00	0.87%	$ 25,000.00	$ 25,000.00	0.68%	$ 100.00	$ 100.00	0.00%	$ 5,000.00	$ 5,000.00	0.13%	$ 15,000.00	$ 15,000.00	0.40%	$ 10,000.00	$ 10,000.00	0.26%	$ 11,207.00	$ 11,207.00	0.28%	$ 21,300.00	$ 21,300.00	0.41%
0.36%	$ 6,000.00	$ 6,000.00	0.17%	$ 3,000.00	$ 3,000.00	0.08%	$ 500.00	$ 500.00	0.01%	$ 5,000.00	$ 5,000.00	0.13%	$ 12,000.00	$ 12,000.00	0.32%	$ 650.00	$ 650.00	0.02%	$ 3,362.00	$ 3,362.00	0.09%	$ 4,000.00	$ 4,000.00	0.08%
0.89%	$ 24,000.00	$ 24,000.00	0.70%	$ 24,000.00	$ 24,000.00	0.66%	$ 26,000.00	$ 26,000.00	0.70%	$ 25,000.00	$ 25,000.00	0.67%	$ 25,000.00	$ 25,000.00	0.66%	$ 39,000.00	$ 39,000.00	1.02%	$ 22,034.00	$ 22,034.00	0.56%	$ 90,000.00	$ 90,000.00	1.72%
1.25%	$ 40,000.00	$ 40,000.00	1.16%	$ 24,000.00	$ 24,000.00	0.66%	$ 25,000.00	$ 25,000.00	0.68%	$ 20,000.00	$ 20,000.00	0.53%	$ 25,000.00	$ 25,000.00	0.66%	$ 59,210.00	$ 59,210.00	1.54%	$ 23,838.00	$ 23,838.00	0.61%	$ 38,000.00	$ 38,000.00	0.73%
0.36%	$ 8,000.00	$ 8,000.00	0.23%	$ 14,000.00	$ 14,000.00	0.38%	$ 350.00	$ 350.00	0.01%	$ 10,000.00	$ 10,000.00	0.27%	$ 10,000.00	$ 10,000.00	0.27%	$ 100,000.00	$ 100,000.00	2.60%	$ 16,811.00	$ 16,811.00	0.43%	$ 9,000.00	$ 9,000.00	0.17%
4.54%	$ 125,000.00	$ 125,000.00	3.63%	$ 140,064.00	$ 140,064.00	3.82%	$ 180,000.00	$ 180,000.00	4.86%	$ 115,000.00	$ 115,000.00	3.07%	$ 100,000.00	$ 100,000.00	2.66%	$ 140,000.00	$ 140,000.00	3.65%	$ 306,367.00	$ 306,367.00	7.79%	$ 339,000.00	$ 339,000.00	6.49%
3.25%	$ 40.00	$ 40,360.00	1.17%	$ 111.00	$ 111,999.00	3.06%	$ 143.00	$ 144,287.00	3.90%	$ 70.00	$ 70,630.00	1.89%	$ 120.00	$ 121,080.00	3.22%	$ 85.00	$ 85,765.00	2.23%	$ 84.05	$ 84,806.45	2.16%	$ 160.00	$ 161,440.00	3.09%
0.68%	$ 60.00	$ 19,020.00	0.55%	$ 61.00	$ 19,337.00	0.53%	$ 68.00	$ 21,556.00	0.58%	$ 65.00	$ 20,605.00	0.55%	$ 50.00	$ 15,850.00	0.42%	$ 62.00	$ 19,654.00	0.51%	$ 61.64	$ 19,539.88	0.50%	$ 63.00	$ 19,971.00	0.38%
1.08%	$ 40.00	$ 24,200.00	0.70%	$ 36.00	$ 21,780.00	0.59%	$ 44.00	$ 26,620.00	0.72%	$ 60.00	$ 36,300.00	0.97%	$ 40.00	$ 24,200.00	0.64%	$ 27.00	$ 16,335.00	0.43%	$ 39.23	$ 23,734.15	0.60%	$ 57.00	$ 34,485.00	0.66%
0.70%	$ 14.00	$ 10,990.00	0.32%	$ 14.00	$ 10,990.00	0.30%	$ 31.00	$ 24,335.00	0.66%	$ 21.00	$ 16,485.00	0.44%	$ 20.00	$ 15,700.00	0.42%	$ 21.00	$ 16,485.00	0.43%	$ 32.32	$ 25,371.20	0.64%	$ 15.80	$ 12,403.00	0.24%
0.43%	$ 16.00	$ 10,000.00	0.29%	$ 102.00	$ 63,750.00	1.74%	$ 50.00	$ 31,250.00	0.84%	$ 40.00	$ 25,000.00	0.67%	$ 25.00	$ 15,625.00	0.41%	$ 17.00	$ 10,625.00	0.28%	$ 46.85	$ 29,281.25	0.74%	$ 52.00	$ 32,500.00	0.62%
0.87%	$ 197.00	$ 24,034.00	0.70%	$ 139.00	$ 16,958.00	0.46%	$ 130.00	$ 15,860.00	0.43%	$ 180.00	$ 21,960.00	0.59%	$ 200.00	$ 24,400.00	0.65%	$ 270.00	$ 32,940.00	0.86%	$ 123.28	$ 15,040.16	0.38%	$ 123.00	$ 15,006.00	0.29%
0.72%	$ 18.00	$ 13,320.00	0.39%	$ 33.00	$ 24,420.00	0.67%	$ 40.00	$ 29,600.00	0.80%	$ 65.00	$ 48,100.00	1.28%	$ 30.00	$ 22,200.00	0.59%	$ 15.45	$ 11,433.00	0.30%	$ 40.51	$ 29,977.40	0.76%	$ 45.50	$ 33,670.00	0.64%
15.18%	$ 18.00	$ 476,766.00	13.85%	$ 10.00	$ 264,870.00	7.23%	$ 15.00	$ 397,305.00	10.73%	$ 25.00	$ 662,175.00	17.67%	$ 27.50	$ 728,392.50	19.35%	$ 15.00	$ 397,305.00	10.35%	$ 25.78	$ 682,834.86	17.36%	$ 10.20	$ 270,167.40	5.17%
4.21%	$ 18.00	$ 117,450.00	3.41%	$ 10.00	$ 65,250.00	1.78%	$ 15.00	$ 97,875.00	2.64%	$ 25.00	$ 163,125.00	4.35%	$ 27.50	$ 179,437.50	4.77%	$ 14.65	$ 95,591.25	2.49%	$ 25.78	$ 168,214.50	4.28%	$ 14.60	$ 95,265.00	1.82%
1.13%	$ 16.00	$ 56,144.00	1.63%	$ 10.00	$ 35,090.00	0.96%	$ 12.00	$ 42,108.00	1.14%	$ 22.00	$ 77,198.00	2.06%	$ 20.00	$ 70,180.00	1.86%	$ 14.35	$ 50,354.15	1.31%	$ 22.41	$ 78,636.69	2.00%	$ 12.00	$ 42,108.00	0.81%
2.08%	$ 19.00	$ 78,869.00	2.29%	$ 10.00	$ 41,510.00	1.13%	$ 12.00	$ 49,812.00	1.35%	$ 22.00	$ 91,322.00	2.44%	$ 20.00	$ 83,020.00	2.20%	$ 17.18	$ 71,314.18	1.86%	$ 21.29	$ 88,374.79	2.25%	$ 11.70	$ 48,566.70	0.93%
0.06%	$ 50.00	$ 2,700.00	0.08%	$ 48.00	$ 2,592.00	0.07%	$ 47.00	$ 2,538.00	0.07%	$ 55.00	$ 2,970.00	0.08%	$ 100.00	$ 5,400.00	0.14%	$ 234.00	$ 12,636.00	0.33%	$ 84.05	$ 4,538.70	0.12%	$ 200.00	$ 10,800.00	0.21%
1.43%	$ 39,880.00	$ 39,880.00	1.16%	$ 64,961.00	$ 64,961.00	1.77%	$ 51,000.00	$ 51,000.00	1.38%	$ 20,000.00	$ 20,000.00	0.53%	$ 32,000.00	$ 32,000.00	0.85%	$ 132,250.00	$ 132,250.00	3.44%	$ 50,433.00	$ 50,433.00	1.28%	$ 50,000.00	$ 50,000.00	0.96%
0.14%	$ 800.00	$ 1,600.00	0.05%	$ 2,353.00	$ 4,706.00	0.13%	$ 550.00	$ 1,100.00	0.03%	$ 2,500.00	$ 5,000.00	0.13%	$ 750.00	$ 1,500.00	0.04%	$ 515.00	$ 1,030.00	0.03%	$ 1,121.00	$ 2,242.00	0.06%	$ 6,100.00	$ 12,200.00	0.23%
0.35%	$ 27,000.00	$ 27,000.00	0.78%	$ 1,202.00	$ 1,202.00	0.03%	$ 2,500.00	$ 2,500.00	0.07%	$ 10,000.00	$ 10,000.00	0.27%	$ 15,000.00	$ 15,000.00	0.40%	$ 4,000.00	$ 4,000.00	0.10%	$ 2,241.00	$ 2,241.00	0.06%	$ 2,240.00	$ 2,240.00	0.04%
0.35%	$ 17,000.00	$ 17,000.00	0.49%	$ 1,538.00	$ 1,538.00	0.04%	$ 2,500.00	$ 2,500.00	0.07%	$ 8,000.00	$ 8,000.00	0.21%	$ 15,000.00	$ 15,000.00	0.40%	$ 4,000.00	$ 4,000.00	0.10%	$ 16,811.00	$ 16,811.00	0.43%	$ 2,240.00	$ 2,240.00	0.04%
5.30%	$ 18.50	$ 148,000.00	4.30%	$ 41.00	$ 328,000.00	8.96%	$ 46.00	$ 368,000.00	9.94%	$ 15.00	$ 120,000.00	3.20%	$ 40.00	$ 320,000.00	8.50%	$ 40.00	$ 320,000.00	8.33%	$ 16.81	$ 134,480.00	3.42%	$ 8.30	$ 66,400.00	1.27%
0.31%	$ 32.50	$ 8,515.00	0.25%	$ 23.00	$ 6,026.00	0.16%	$ 6.00	$ 1,572.00	0.04%	$ 175.00	$ 45,850.00	1.22%	$ 110.00	$ 28,820.00	0.77%	$ 95.42	$ 25,000.04	0.65%	$ 36.42	$ 9,542.04	0.24%	$ 36.00	$ 9,432.00	0.18%
0.72%	$ 18,900.00	$ 18,900.00	0.55%	$ 45,089.00	$ 45,089.00	1.23%	$ 31,000.00	$ 31,000.00	0.84%	$ 20,000.00	$ 20,000.00	0.53%	$ 25,000.00	$ 25,000.00	0.66%	$ 22,167.00	$ 22,167.00	0.58%	$ 48,191.00	$ 48,191.00	1.23%	$ 25,400.00	$ 25,400.00	0.49%
0.13%	$ 5,500.00	$ 5,500.00	0.16%	$ 4,792.00	$ 4,792.00	0.13%	$ 6,000.00	$ 6,000.00	0.16%	$ 6,000.00	$ 6,000.00	0.16%	$ 20,000.00	$ 20,000.00	0.53%	$ 23,500.00	$ 23,500.00	0.61%	$ 6,164.00	$ 6,164.00	0.16%	$ 7,300.00	$ 7,300.00	0.14%
7.45%	$ 267,352.00	$ 267,352.00	7.77%	$ 321,693.00	$ 321,693.00	8.79%	$ 755,000.00	$ 755,000.00	20.39%	$ 245,000.00	$ 245,000.00	6.54%	$ 295,000.00	$ 295,000.00	7.83%	$ 1,016,207.00	$ 1,016,207.00	26.47%	$ 336,219.00	$ 336,219.00	8.55%	$ 672,000.00	$ 672,000.00	12.86%
2.51%	$ 40,020.00	$ 40,020.00	1.16%	$ 55,051.00	$ 55,051.00	1.50%	$ 40,000.00	$ 40,000.00	1.08%	$ 65,000.00	$ 65,000.00	1.73%	$ 65,000.00	$ 65,000.00	1.73%	$ 25,000.00	$ 25,000.00	0.65%	$ 39,226.00	$ 39,226.00	1.00%	$ 81,000.00	$ 81,000.00	1.55%
5.80%	$ 55,000.00	$ 110,000.00	3.20%	$ 69,727.00	$ 139,454.00	3.81%	$ 55,000.00	$ 110,000.00	2.97%	$ 80,000.00	$ 160,000.00	4.27%	$ 82,000.00	$ 164,000.00	4.36%	$ 25,000.00	$ 50,000.00	1.30%	$ 53,795.00	$ 107,590.00	2.74%	$ 100,000.00	$ 200,000.00	3.83%
5.19%	$ 81,230.00	$ 81,230.00	2.36%	$ 107,691.00	$ 107,691.00	2.94%	$ 91,000.00	$ 91,000.00	2.46%	$ 130,000.00	$ 130,000.00	3.47%	$ 110,000.00	$ 110,000.00	2.92%	$ 20,000.00	$ 20,000.00	0.52%	$ 89,659.00	$ 89,659.00	2.28%	$ 132,000.00	$ 132,000.00	2.53%
0.54%	$ 3,500.00	$ 17,500.00	0.51%	$ 852.00	$ 4,260.00	0.12%	$ 2,000.00	$ 10,000.00	0.27%	$ 1,500.00	$ 7,500.00	0.20%	$ 1,900.00	$ 9,500.00	0.25%	$ 4,000.00	$ 20,000.00	0.52%	$ 841.00	$ 4,205.00	0.11%	$ 8,700.00	$ 43,500.00	0.83%
2.15%	$ 25,000.00	$ 25,000.00	0.73%	$ 38,859.00	$ 38,859.00	1.06%	$ 31,000.00	$ 31,000.00	0.84%	$ 50,000.00	$ 50,000.00	1.33%	$ 46,000.00	$ 46,000.00	1.22%	$ 50,000.00	$ 50,000.00	1.30%	$ 39,226.00	$ 39,226.00	1.00%	$ 91,000.00	$ 91,000.00	1.74%
0.86%	$ 7,500.00	$ 22,500.00	0.65%	$ 4,533.00	$ 13,599.00	0.37%	$ 1,800.00	$ 5,400.00	0.15%	$ 5,000.00	$ 15,000.00	0.40%	$ 2,500.00	$ 7,500.00	0.20%	$ 666.00	$ 1,998.00	0.05%	$ 1,681.00	$ 5,043.00	0.13%	$ 7,600.00	$ 22,800.00	0.44%
0.11%	$ 1,250.00	$ 2,500.00	0.07%	$ 305.00	$ 610.00	0.02%	$ 700.00	$ 1,400.00	0.04%	$ 5,000.00	$ 10,000.00	0.27%	$ 750.00	$ 1,500.00	0.04%	$ 1,000.00	$ 2,000.00	0.05%	$ 280.00	$ 560.00	0.01%	$ 1,680.00	$ 3,360.00	0.06%
0.13%	$ 130.00	$ 5,980.00	0.17%	$ 47.00	$ 2,162.00	0.06%	$ 102.00	$ 4,692.00	0.13%	$ 800.00	$ 36,800.00	0.98%	$ 90.00	$ 4,140.00	0.11%	$ 100.00	$ 4,600.00	0.12%	$ 72.85	$ 3,351.10	0.09%	$ 235.00	$ 10,810.00	0.21%
0.01%	$ 400.00	$ 1,200.00	0.03%	$ 528.00	$ 1,584.00	0.04%	$ 720.00	$ 2,160.00	0.06%	$ 12,000.00	$ 36,000.00	0.96%	$ 1,200.00	$ 3,600.00	0.10%	$ 200.00	$ 600.00	0.02%	$ 134.00	$ 402.00	0.01%	$ 1,000.00	$ 3,000.00	0.06%
0.11%	$ 120.00	$ 4,920.00	0.14%	$ 99.00	$ 4,059.00	0.11%	$ 46.00	$ 1,886.00	0.05%	$ 900.00	$ 36,900.00	0.98%	$ 120.00	$ 4,920.00	0.13%	$ 51.22	$ 2,100.02	0.05%	$ 50.43	$ 2,067.63	0.05%	$ 235.00	$ 9,635.00	0.18%
0.32%	$ 124.00	$ 13,144.00	0.38%	$ 74.00	$ 7,844.00	0.21%	$ 47.00	$ 4,982.00	0.13%	$ 375.00	$ 39,750.00	1.06%	$ 130.00	$ 13,780.00	0.37%	$ 30.67	$ 3,251.02	0.08%	$ 56.04	$ 5,940.24	0.15%	$ 235.00	$ 24,910.00	0.48%
0.98%	$ 137.00	$ 39,456.00	1.15%	$ 97.00	$ 27,936.00	0.76%	$ 94.00	$ 27,072.00	0.73%	$ 147.00	$ 42,336.00	1.13%	$ 160.00	$ 46,080.00	1.22%	$ 18.23	$ 5,250.24	0.14%	$ 61.64	$ 17,752.32	0.45%	$ 300.00	$ 86,400.00	1.65%
0.21%	$ 140.00	$ 8,400.00	0.24%	$ 281.00	$ 16,860.00	0.46%	$ 130.00	$ 7,800.00	0.21%	$ 640.00	$ 38,400.00	1.02%	$ 180.00	$ 10,800.00	0.29%	$ 20.83	$ 1,249.80	0.03%	$ 72.85	$ 4,371.00	0.11%	$ 314.00	$ 18,840.00	0.36%
1.45%	$ 150.00	$ 60,600.00	1.76%	$ 134.00	$ 54,136.00	1.48%	$ 150.00	$ 60,600.00	1.64%	$ 130.00	$ 52,520.00	1.40%	$ 200.00	$ 80,800.00	2.15%	$ 26.73	$ 10,798.92	0.28%	$ 134.49	$ 54,333.96	1.38%	$ 350.00	$ 141,400.00	2.71%
0.88%	$ 900.00	$ 6,300.00	0.18%	$ 224.00	$ 1,568.00	0.04%	$ 250.00	$ 1,750.00	0.05%	$ 500.00	$ 3,500.00	0.09%	$ 500.00	$ 3,500.00	0.09%	$ 71.43	$ 500.01	0.01%	$ 560.37	$ 3,922.59	0.10%	$ 1,800.00	$ 12,600.00	0.24%
0.54%	$ 1,000.00	$ 3,000.00	0.09%	$ 1,200.00	$ 3,600.00	0.10%	$ 350.00	$ 1,050.00	0.03%	$ 1,000.00	$ 3,000.00	0.08%	$ 950.00	$ 2,850.00	0.08%	$ 1,333.00	$ 3,999.00	0.10%	$ 280.18	$ 840.54	0.02%	$ 3,500.00	$ 10,500.00	0.20%
0.74%	$ 1,200.00	$ 9,600.00	0.28%	$ 203.00	$ 1,624.00	0.04%	$ 155.00	$ 1,240.00	0.03%	$ 700.00	$ 5,600.00	0.15%	$ 750.00	$ 6,000.00	0.16%	$ 281.00	$ 2,248.00	0.06%	$ 816.73	$ 6,533.84	0.17%	$ 580.00	$ 4,640.00	0.09%
3.03%	$ 270,000.00	$ 270,000.00	7.84%	$ 467,943.00	$ 467,943.00	12.78%	$ 260,000.00	$ 260,000.00	7.02%	$ 350,000.00	$ 350,000.00	9.34%	$ 350,000.00	$ 350,000.00	9.30%	$ 300,000.00	$ 300,000.00	7.81%	$ 521,140.00	$ 521,140.00	13.25%	$ 896,000.00	$ 896,000.00	17.14%
1.15%	$ 160.00	$ 57,280.00	1.66%	$ 152.00	$ 54,416.00	1.49%	$ 125.00	$ 44,750.00	1.21%	$ 275.00	$ 98,450.00	2.63%	$ 160.00	$ 57,280.00	1.52%	$ 55.87	$ 20,001.46	0.52%	$ 53.80	$ 19,260.40	0.49%	$ 700.00	$ 250,600.00	4.80%
1.25%	$ 18,000.00	$ 18,000.00	0.52%	$ 22,041.00	$ 22,041.00	0.60%	$ 25,000.00	$ 25,000.00	0.68%	$ 45,000.00	$ 45,000.00	1.20%	$ 25,000.00	$ 25,000.00	0.66%	$ 2,000.00	$ 2,000.00	0.05%	$ 14,009.00	$ 14,009.00	0.36%	$ 35,000.00	$ 35,000.00	0.67%
0.45%	$ 4,500.00	$ 22,500.00	0.65%	$ 854.00	$ 4,270.00	0.12%	$ 1,300.00	$ 6,500.00	0.18%	$ 1,500.00	$ 7,500.00	0.20%	$ 3,500.00	$ 17,500.00	0.46%	$ 2,000.00	$ 10,000.00	0.26%	$ 840.55	$ 4,202.75	0.11%	$ 9,500.00	$ 47,500.00	0.91%
0.18%	$ 8,000.00	$ 8,000.00	0.23%	$ 15,546.00	$ 15,546.00	0.42%	$ 1,600.00	$ 1,600.00	0.04%	$ 5,000.00	$ 5,000.00	0.13%	$ 7,000.00	$ 7,000.00	0.19%	$ 5,000.00	$ 5,000.00	0.13%	$ 5,604.00	$ 5,604.00	0.14%	$ 26,000.00	$ 26,000.00	0.50%
1.07%	$ 30,000.00	$ 30,000.00	0.87%	$ 16,520.00	$ 16,520.00	0.45%	$ 25,000.00	$ 25,000.00	0.68%	$ 30,000.00	$ 30,000.00	0.80%	$ 25,000.00	$ 25,000.00	0.66%	$ 7,000.00	$ 7,000.00	0.18%	$ 22,415.00	$ 22,415.00	0.57%	$ 181,000.00	$ 181,000.00	3.46%
0.90%	$ 50,000.00	$ 50,000.00	1.45%	$ 7,050.00	$ 7,050.00	0.19%	$ 3,000.00	$ 3,000.00	0.08%	$ 25,000.00	$ 25,000.00	0.67%	$ 20,000.00	$ 20,000.00	0.53%	$ 2,000.00	$ 2,000.00	0.05%	$ 6,221.00	$ 6,221.00	0.16%	$ 46,000.00	$ 46,000.00	0.88%
1.61%	$ 20,000.00	$ 20,000.00	0.58%	$ 24,808.00	$ 24,808.00	0.68%	$ 10,000.00	$ 10,000.00	0.27%	$ 35,000.00	$ 35,000.00	0.93%	$ 10,000.00	$ 10,000.00	0.27%	$ 19,000.00	$ 19,000.00	0.49%	$ 5,604.00	$ 5,604.00	0.14%	$ 16,800.00	$ 16,800.00	0.32%
0.18%	$ 45,000.00	$ 45,000.00	1.31%	$ 46,806.00	$ 46,806.00	1.28%	$ 6,500.00	$ 6,500.00	0.18%	$ 15,000.00	$ 15,000.00	0.40%	$ 16,000.00	$ 16,000.00	0.42%	$ 10,000.00	$ 10,000.00	0.26%	$ 5,604.00	$ 5,604.00	0.14%	$ 11,200.00	$ 11,200.00	0.21%
3.31%	$ 89,000.00	$ 89,000.00	2.59%	$ 144,543.00	$ 144,543.00	3.95%	$ 100,000.00	$ 100,000.00	2.70%	$ 149,000.00	$ 149,000.00	3.98%	$ 94,500.00	$ 94,500.00	2.51%	$ 130,000.00	$ 130,000.00	3.39%	$ 161,161.00	$ 161,161.00	4.10%	$ 100,000.00	$ 100,000.00	1.91%
1.48%	$ 185.00	$ 50,875.00	1.48%	$ 202.00	$ 55,550.00	1.52%	$ 150.00	$ 41,250.00	1.11%	$ 190.00	$ 52,250.00	1.39%	$ 200.00	$ 55,000.00	1.46%	$ 316.36	$ 86,999.00	2.27%	$ 356.73	$ 98,100.75	2.49%	$ 183.00	$ 50,325.00	0.96%
0.91%	$ 110.00	$ 31,130.00	0.90%	$ 97.00	$ 27,451.00	0.75%	$ 90.00	$ 25,470.00	0.69%	$ 75.00	$ 21,225.00	0.57%	$ 100.00	$ 28,300.00	0.75%	$ 137.81	$ 39,000.23	1.02%	$ 92.68	$ 26,228.44	0.67%	$ 247.00	$ 69,901.00	1.34%
0.54%	$ 15,000.00	$ 15,000.00	0.44%	$ 27,523.00	$ 27,523.00	0.75%	$ 23,000.00	$ 23,000.00	0.62%	$ 24,000.00	$ 24,000.00	0.64%	$ 20,000.00	$ 20,000.00	0.53%	$ 23,500.00	$ 23,500.00	0.61%	$ 18,000.00	$ 18,000.00	0.46%	$ 20,000.00	$ 20,000.00	0.38%
1.03%	$ 125.00	$ 30,000.00	0.87%	$ 264.00	$ 63,360.00	1.73%	$ 250.00	$ 60,000.00	1.62%	$ 400.00	$ 96,000.00	2.56%	$ 135.00	$ 32,400.00	0.86%	$ 166.67	$ 40,000.80	1.04%	$ 220.08	$ 52,819.20	1.34%	$ 244.00	$ 58,560.00	1.12%
0.67%	$ 12.00	$ 18,720.00	0.54%	$ 12.00	$ 18,720.00	0.51%	$ 11.00	$ 17,160.00	0.46%	$ 80.00	$ 124,800.00	3.33%	$ 15.00	$ 23,400.00	0.62%	$ 19.23	$ 29,998.80	0.78%	$ 10.00	$ 15,600.00	0.40%	$ 11.20	$ 17,472.00	0.33%
0.37%	$ 40.00	$ 10,400.00	0.30%	$ 26.00	$ 6,760.00	0.18%	$ 10.00	$ 2,600.00	0.07%	$ 40.00	$ 10,400.00	0.28%	$ 35.00	$ 9,100.00	0.24%	$ 76.92	$ 19,999.20	0.52%	$ 37.88	$ 9,848.80	0.25%	$ 52.00	$ 13,520.00	0.26%
100.00%		$ 3,442,855.00	100.00%		$ 3,661,817.00	100.00%		$ 3,703,420.00	100.00%		$ 3,746,651.00	100.00%		$ 3,765,255.00	100.00%		$ 3,839,546.12	100.00%		$ 3,933,793.63	100.00%		$ 5,226,167.10	100.00%

CJ Concrete Construction, Inc.		
Unit Price	Total Price	% of Total Bid Price
$ 120,000.00	$ 120,000.00	2.08%
$ 45,000.00	$ 45,000.00	0.78%
$ 5,000.00	$ 5,000.00	0.09%
$ 26,000.00	$ 26,000.00	0.45%
$ 45,000.00	$ 45,000.00	0.78%
$ 15,000.00	$ 15,000.00	0.26%
$ 225,000.00	$ 225,000.00	3.91%
$ 55.00	$ 55,495.00	0.96%
$ 70.00	$ 22,190.00	0.39%
$ 50.00	$ 30,250.00	0.53%
$ 20.00	$ 15,700.00	0.27%
$ 35.00	$ 21,875.00	0.38%
$ 300.00	$ 36,600.00	0.64%
$ 60.00	$ 44,400.00	0.77%
$ 20.00	$ 529,740.00	9.19%
$ 20.00	$ 130,500.00	2.27%
$ 18.00	$ 63,162.00	1.10%
$ 18.00	$ 74,718.00	1.30%
$ 50.00	$ 2,700.00	0.05%
$ 45,000.00	$ 45,000.00	0.78%
$ 1,000.00	$ 2,000.00	0.03%
$ 12,000.00	$ 12,000.00	0.21%
$ 12,000.00	$ 12,000.00	0.21%
$ 80.00	$ 640,000.00	11.11%
$ 120.00	$ 31,440.00	0.55%
$ 26,000.00	$ 26,000.00	0.45%
$ 10,000.00	$ 10,000.00	0.17%
$ 700,000.00	$ 700,000.00	12.15%
$ 85,000.00	$ 85,000.00	1.48%
$ 98,000.00	$ 196,000.00	3.40%
$ 126,000.00	$ 126,000.00	2.19%
$ 11,000.00	$ 55,000.00	0.95%
$ 91,000.00	$ 91,000.00	1.58%
$ 8,500.00	$ 25,500.00	0.44%
$ 3,000.00	$ 6,000.00	0.10%
$ 250.00	$ 11,500.00	0.20%
$ 1,100.00	$ 3,300.00	0.06%
$ 300.00	$ 12,300.00	0.21%
$ 300.00	$ 31,800.00	0.55%
$ 350.00	$ 100,800.00	1.75%
$ 350.00	$ 21,000.00	0.36%
$ 375.00	$ 151,500.00	2.63%
$ 500.00	$ 3,500.00	0.06%
$ 1,500.00	$ 4,500.00	0.08%
$ 200.00	$ 1,600.00	0.03%
$ 975,000.00	$ 975,000.00	16.92%
$ 700.00	$ 250,600.00	4.35%
$ 41,000.00	$ 41,000.00	0.71%
$ 10,000.00	$ 50,000.00	0.87%
$ 27,000.00	$ 27,000.00	0.47%
$ 170,000.00	$ 170,000.00	2.95%
$ 48,000.00	$ 48,000.00	0.83%
$ 7,500.00	$ 7,500.00	0.13%
$ 1,700.00	$ 1,700.00	0.03%
$ 120,000.00	$ 120,000.00	2.08%
$ 185.00	$ 50,875.00	0.88%
$ 55.00	$ 15,565.00	0.27%
$ 18,500.00	$ 18,500.00	0.32%
$ 150.00	$ 36,000.00	0.62%
$ 15.00	$ 23,400.00	0.41%
$ 50.00	$ 13,000.00	0.23%
	$ 5,761,210.00	100.00%



Fire Station No.1
41825 Juniper Street

10/1/25

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CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No. 9.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP, Development Services Director

PREPARED BY: Andrew Krogh, Building Official

SUBJECT:
First Reading of Ordinance for Adoption of the 2025 California Building Standards Code

RECOMMENDATION

Conduct the first reading and introduce Ordinance No. 625-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Adopting the 2025 California Building Standards Code*; and

Schedule a Public Hearing to conduct the second reading of Ordinance No. 625-25 for the November 18, 2025, City Council Meeting.

PRIOR ACTION/VOTE

On November 1, 2022, the City Council introduced and conducted the first reading of Ordinance No. 583-22 approving amendments to the Murrieta Municipal Code thereby adopting the 2022 California Building Standards Code, with minor local amendments (Vote: 5-0).

On November 15, 2022, the City Council conducted the second reading and adopted Ordinance No. 583-22 approving amendments to the Murrieta Municipal Code thereby adopting the 2022 California Building Standards Code, with minor local amendments (Vote: 4-0-1).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

The California Building Standards Commission is the State agency responsible for establishing and updating the building standards and codes for new construction in California. The model codes that make up the California Building Standards Code - California Code of Regulations Title 24 (CBSC) include the following:

- International Building Code;
- National Electrical Code;
- International Residential Code;
- Uniform Mechanical Code; and
- Uniform Plumbing Code.

The model building codes are updated every three years with the requirement that local jurisdictions enforce the State adopted codes as the minimum standard for construction. The current 2025 CBSC was published July 1, 2025, with an effective date of January 1, 2026. Under State law, the CBSC applies throughout the State and to all building occupancies, whether or not the local government has an adopted ordinance.

The State allows local amendments to the code when findings can be made that such code changes are necessary to address locally unique topographical, geological, climatic, and environmental conditions. The decision-making authority (i.e., City Council) must approve the amendments and required findings to justify the local amendments before they can be enforced. In no circumstance can a local amendment be less restrictive than State code.

Proposed Local Code Amendments

The action being considered is to formally adopt the 2025 CBSC along with one local administrative amendment. The proposed amendment is minor in scope, administrative in nature, and renews the City's approach to utilizing a Construction Advisory Board of Appeals if a dispute ever arises concerning the application of the standard codes by the City's Building Official. The local amendment also updates the members of the Construction Advisory Board of Appeals as set forth in Section 15.04.120 of the Murrieta Municipal Code. To the best of staff's knowledge, no appeal has ever occurred, but it is still a best practice to have an appeals board made up of professionals in the field of building and safety to consider such appeals in the event one is ever filed.

The public hearing for the adoption of the updated codes will take place at the City Council meeting of November 18, 2025.

ENVIRONMENTAL DETERMINATION

The proposed project involves the adoption of the California Building Standards Code, with amendments as described in this staff report. The code amendments do not result in any physical changes to the environment, there is no possibility that the project may have a significant effect on the environment, and is therefore exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3). Furthermore, the proposed project involves the adoption of State building codes and standards that are applied to ministerial permits. Pursuant to CEQA Guidelines Section 15300.1 and Section 21080 of the Public Resources Code, CEQA does not apply to those projects over which public agencies exercise only ministerial authority.

FISCAL IMPACT

None.

ATTACHMENTS

1. Proposed Ordinance No. 625-25

ORDINANCE NO. 625-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE

Summary: This ordinance amends portions of Title 15 of the City of Murrieta Municipal Code, by adopting the 2025 California Building Standards Code.

WHEREAS, every three years the State of California repeals and adopts administrative regulations to the California Code of Regulations, Title 24, also referred to as the California Building Standards Code; and

WHEREAS, pursuant to Health and Safety Code sections 17958, 17958.5, 17958.7, and 18941.5 the City of Murrieta may adopt the 2025 California Building Standards Code; and

WHEREAS, Health and Safety Code Section 17958.7 authorize the City to make amendments to said codes on the basis of local climatic, geological, or topographical conditions existing in the City; and

WHEREAS, pursuant to section 17958 of the California Health and Safety Code, the California Building Standards Code shall become effective in the City 180 days after publication by the California Building Standards Commission; and

WHEREAS, the California Building Standards Commission published the 2025 California Building Standards Code on July 1, 2025, with an effective date of January 1, 2026; and

WHEREAS, the California Building Standards Code and local amendments are adopted for the protection of the public health and safety; and

WHEREAS, this Ordinance is categorically exempt from environmental review, per the provisions of the California Environmental Quality Act (CEQA) of 1970, as amended, 14 California Code of Regulations Section 15061(b)(3).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City of Murrieta hereby adopts the 2025 California State Building Standards Codes, including in their entirety the Administrative Provisions of the 2025 California Building Code, the 2025 California Building Code (Title 24, Part 2), 2025 California Residential Code (Title 24, Part 2.5), 2025 California Plumbing Code (Title 24, Part 5), 2025 California Mechanical Code (Title 24, Part 4), 2025 California Electrical Code (Title 24, Part 3), 2025 California Energy Code (Title 24, Part 6), 2025 California Historical Building Code (Title 24, Part 8), 2025 California Existing Building Code (Title 24, Part 10),and the 2025 California Green Building Standards Code (Title 24, Part 11).

SECTION 2. Section 15.02.010 of the Murrieta Municipal Code is replaced, in its entirety, to read as follows:

“15.02.010 Adoption of the administrative provisions of the 2025 California Building Code. Chapter 1, Division II of the California Building Code is not part of the 2025 California Building Standards Code but may be adopted by a local jurisdiction. The City of Murrieta hereby adopts Chapter 1, Division II of the 2025 California Building Code and modifies, adds and deletes sections where necessary to carry out the intent and purpose of this chapter. The adopted portions and the City's modifications, additions and deletions, shall be used to administer and enforce the California Building Standards Codes within the City of Murrieta.”

SECTION 3. Section 15.04.060 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

“One copy of each code adopted by this title shall be made available for public reference. Such reference materials may be provided in either digital or printed format.”

SECTION 4. Section 15.04.120 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

“15.04.120 Building Construction Advisory Board of Appeals Created. Section 113 Board of Appeals of the 2025 California Building Code is amended by adding new paragraphs to Section 113 Board of Appeals to read as follows:

A . A person may appeal an order, decision or determination made by the Building Official that relates to the application or interpretation of this chapter by filing a written appeal to the Building Construction Advisory Board of Appeals within 30 days of the Building Official's decision.

B. This section establishes a Building Construction Advisory Board of Appeals (BCA Board) consisting of five members. The Building Industry Association of Riverside County shall appoint one member and one alternate. The Presidents of the local Chapters of the International Code Council (Coachella Valley ICC, Foothill ICC, and San Diego ICC) shall, acting jointly, appoint two members and one alternate. One member shall be a California licensed architect, civil engineer, or structural engineer. The Director of the City of Murrieta Development Services Department shall appoint one member with one alternate. Three members shall constitute a quorum for the transaction of business, and three affirmative votes shall be necessary to render a decision. The City of Murrieta Development Services Department appointee shall act as the secretary of the BCA Board. The BCA Board shall adopt reasonable rules and regulations for conducting its review and shall render decisions and findings in writing to the Director of Development Services, with a copy to the appellant. The BCA Board shall make a recommendation to the Director of Development Services, advising whether the decision appealed should be upheld or modified. The Director of Development Services shall consider the BCA Board's recommendation and provide a final decision in writing to the appellant within fifteen (15) days of receipt of the BCA Board's recommendation.

C. A person appealing to the Building Construction Advisory Board of Appeals shall pay an appeal fee pursuant to the fee schedule approved by the City Council."

SECTION 5. Section 15.08.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.08.010 – Building Code adopted. The California Building Code, 2025 Edition (Title 24, Part 2), is hereby adopted and made part of this title by reference."

SECTION 6. Section 15.08.015 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.08.015 – Residential Code adopted. The California Residential Code, 2025 Edition (Title 24, Part 2.5), is hereby adopted and made part of this title by reference."

SECTION 7. Section 15.16.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.16.010 – Plumbing Code adopted. The California Plumbing Code, 2025 Edition (Title 24, Part 5), is hereby adopted and made part of this title by reference."

SECTION 8. Section 15.20.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.20.010 – Mechanical Code adopted. The California Mechanical Code, 2025 Edition (Title 24, Part 4), is hereby adopted and made part of this title by reference."

SECTION 9. Section 15.40.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.40.010 – Electrical Code adopted. The California Electrical Code, 2025 Edition (Title 24, Part 3), is hereby adopted and made part of this title by reference."

SECTION 10. Section 15.43.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.43.010 – Energy Code adopted. The California Energy Code, 2025 Edition (Title 24, Part 6), is hereby adopted and made part of this title by reference."

SECTION 11. Section 15.45.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

"15.45.010 – Historical Building Code adopted. The California Historical Building Code, 2025 Edition (Title 24, Part 8), is hereby adopted and made part of this title by reference."

SECTION 12. Section 15.46.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

> "15.46.010 – Existing Building Code adopted. The California Existing Building Code, 2025 Edition (Title 24, Part 10), is hereby adopted and made part of this title by reference."

SECTION 13. Section 15.047.010 of the Murrieta Municipal Code is hereby replaced in its entirety to read as follows:

> "15.47.010 – Green Building Standards Code adopted. The California Green Building Standards Code, 2025 Edition (Title 24, Part 11), is hereby adopted and made part of this title by reference."

SECTION 14. The City Council hereby finds and determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State Guidelines implementing CEQA.

SECTION 15. This ordinance shall take effect on January 1, 2026.

SECTION 16. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this ordinance are declared to be severable.

SECTION 17. The City Clerk shall certify to the adoption of this ordinance and shall publish a summary of this Ordinance and post a certified copy of the full ordinance in the office of the City Clerk at least five (5) days prior to the adoption of the proposed ordinance; and within fifteen (15) days after adoption of the ordinance, the City Clerk shall publish a summary of the ordinance with the names of the council members voting for and against the ordinance.

PASSED AND ADOPTED this ___ day of _____, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany J. Israel, City Attorney

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

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 625-25 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the ___th day of _____, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Cristal McDonald, City Clerk

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 625-25 was duly published according to law and the order of the City Council of said City and the same was so published in Press Enterprise, a newspaper of general circulation on the following date(s):

Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed to my name this __ day of _____, 2025.

_____
Cristal McDonald, City Clerk

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No. 10.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Doug Strosnider, Fire Marshal

PREPARED BY: Elizabeth Ellis, Administrative Assistant

SUBJECT: First Reading of the 2025 Fire Code and the California Wildland Urban Interface Code

RECOMMENDATION

Introduce and conduct the first reading of Ordinance No. 626-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Adopting the California Fire Code, 2025 Edition, Based on the 2024 International Fire Code Including Local Amendments and Additions*;

Introduce and conduct the first reading of Ordinance No. 627-25 entitled: *An Ordinance of the City Council, Adopting the 2025 California Wildland-Urban Interface Code, Based on the 2024 International Wildland-Urban Interface Code, Including Local Amendments and Additions*; and

Schedule a public hearing to conduct the second reading of Ordinance Nos. 626-25 and 627-25 for the November 18, 2025 City Council Meeting.

PRIOR ACTION/VOTE

On November 15, 2022, the City Council conducted the first reading of Ordinance No. 584-22 adopting the California Fire Code 2022 Edition (Vote: 4-0-1).

STRATEGIC ALIGNMENT

Provide a high level of innovative public safety.

BACKGROUND

The California Building Standards Code is published every three years and amends the California Code of Regulations Title 24. These Codes are commonly referred to as Building, Residential, Fire, Plumbing, Mechanical, Electrical, Green and Energy Codes. The 2025 Edition of the California Fire Code, Part 9 of Title 24 of the California Code of Regulations automatically becomes effective statewide on January 1, 2026. State law permits local jurisdictions to make modifications, referred to as “local amendments”, that may be more, but

in no event less, restrictive than the requirements adopted by the State. To incorporate local amendments, jurisdictions must make findings that the local amendments are reasonably necessary due to local climatic, geological, or topographical conditions.

Pursuant to AB 130, which became effective June 30, 2025, a six-year moratorium on local amendments prohibits cities and counties from making changes that are applicable to residential units. This excludes changes or modifications that are substantially equivalent to changes or modifications that were previously filed and effective prior to September 30, 2025.

At the City Council's meeting on November 4, 2025, Murrieta Fire and Rescue (MFR) is recommending that the City Council adopt the 2025 California Fire Code, along with the local amendments. These local amendments consist of the re-adoption of regulations previously approved and effective January 1, 2023, together with new modifications pertaining to the following topics:

- Amendments to clarify code language, section numbers and verbiage to meet minimum code and standard requirements;
- Definitions;
- Amending the standards for outdoor fireplaces and similar devices;
- Amending the code regarding the MFR's migration to the enhanced radio communication system to align with Public Safety Enterprise Communication (PSEC) requirements; and
- Amending fire water flow requirements for projects located in High or Very High Fire Severity Zones.

MFR also recommends adoption of the newly established 2025 California Wildland-Urban Interface code, comprised of Chapter 49 of the 2022 California Fire Code, and Chapter 7A of the 2022 California Building Code. This code will designate fire safety regulations for properties located in the High and Very High Fire Hazard Severity Zones as determined by the State of California. The severity zones are reflected in maps adopted by the City Council, which became effective on July 4, 2025.

FISCAL IMPACT

Adoption of the 2025 Fire Code and the California Wildland Urban Interface Code with the proposed local amendments has no fiscal impact on the City, as permit and plan check fees are collected to cover the cost of review and inspections of applicable projects.

ATTACHMENTS

1. Ordinance No. 626-25
2. Ordinance No. 627-25

ORDINANCE NO. 626-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ADOPTING THE CALIFORNIA FIRE CODE, 2025 EDITION, BASED ON THE 2024 INTERNATIONAL FIRE CODE INCLUDING LOCAL AMENDMENTS AND ADDITIONS

Summary: This ordinance will adopt the 2025 California Fire Code including local amendments and an exemption from CEQA.

WHEREAS, every three years the State of California adopts a new California Building Standards Code which includes a new California Fire Code; and,

WHEREAS, the State of California has adopted the 2025 California Fire Code based on the 2024 International Fire Code published by the International Code Council, hereinafter referred to collectively as the Fire Code; and,

WHEREAS, Health & Safety Code Section 17958 permits the City of Murrieta to make such changes or modifications to the Fire Code as are reasonably necessary because of local conditions; and,

WHEREAS, Health & Safety Code Section 17958.7 requires that the City of Murrieta, before making any changes or modifications to the Fire Code, make express findings that such changes or modifications are needed due to local climatic, geological, or topographical conditions; and,

WHEREAS, the City Council of the City of Murrieta does hereby find that the City has certain climatic, geological, and topographical features that can have a deleterious effect on emergency services such as fire protection and emergency medical services; and,

WHEREAS, the City Council of the City of Murrieta finds that the modifications and changes to the Fire Code are reasonably necessary because of the local climatic, geological, and topographical conditions set forth herein as identified below; and,

WHEREAS, in accordance with AB 130, the following changes or modifications are substantially equivalent to changes or modifications that were previously filed by the City of Murrieta in Ordinance 584-22 adopted December 17th, 2022, and effective prior to September 30, 2025; and,

WHEREAS, Sections 50022.1 through 50022.10, inclusive, of the Government Code and Section 17922 of the Health & Safety Code, provide authority for the adoption by reference of codes, or portion of such codes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. MUNICIPAL CODE REPEAL AND REPLACE

Chapter 15.24 of the Murrieta Municipal Code is hereby repealed in its entirety and replaced with a new Chapter 15.24 as found in Exhibit A attached hereto and incorporated herein as if set forth in full.

SECTION 2. LOCAL AMENDMENT FINDINGS

The City Council of the City of Murrieta finds that the modifications and changes to the Fire Code are reasonably necessary because of the local climatic, geological, and topographical conditions set forth herein.

A. Climate Considerations

1. The City of Murrieta located in Riverside County is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semiarid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of 70 m.p.h. or greater, are common to the area. Examples are: Santa Ana/Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

2. Although Riverside County and the City of Murrieta occasionally experiences periods of significant drought, the County can also experience periods of substantial rainfall. Annual rainfall varying from three inches in Blythe to over 33 inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the County are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the easterly portions of the County. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.

3. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage

capacities and consumption, and a limited amount of rainfall, future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

4. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features such as identification and notification will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

B. Topographic Considerations

1. Natural. The topographical conditions of Riverside County vary from 300 feet below sea-level, flat desert communities, to mountains over 10,000 feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of 25 percent and greater generally occur throughout the foothills. Riverside County extends from Orange County to the State of Arizona and is mixed with congested urban areas, rural lands and wild lands. A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.

2. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County and within the City of Murrieta.

3. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on• site fire-extinguishing systems and other protection measures to protect occupants and property.

C. Geographic Considerations

1. Located within Riverside County and in the City of Murrieta are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

2. The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in tum, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground

shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

3. Road circulation features located throughout the County and the City of Murrieta also make amendments reasonably necessary. Located through the County and the City of Murrieta are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Murrieta that naturally have extended emergency response times that exceed the five-minute goal.

The table below details amendments to specific Sections of the 2025 California Fire Code and the applicable Finding for each.

Amendment	Finding	Amendment	Finding
101.1	Administrative	508.1	B2, B3, C2, C3
102.13	Administrative	508.1.3	B2, B3, C2, C3
103.1	Administrative	510.1	B2, B3, C2, C3
108.2	Administrative	510.4.2.3	B1, B2, B3
108.4.1	Administrative	510.6	B1, B2, B3
108.7	Administrative	510.6.5	B1, B2, B3
108.8	Administrative	510.6.5.1-510.6.5.4	B1, B2, B3
108.9	Administrative	901.6.3	B3, C3, C4
110.3.1	Administrative	903.2	B3, C3, C4
112.1,112.2,112.3,112.4	Administrative	903.2.10, 903.2.10.1	B3, C3, C4
113.4	Administrative	903.3.5.3	B3, C3, C4
Definitions 202	Administrative	903.4	B3, C3, C4
304.1.3	A1, A2, A4, B3	907.1.6	B3, C3, C4
307.1.1	A1, A2, A4, B3	907.5.1	B3, C3, C4
307.6	A1, A2, A4, B3	914.12 – 914.12.8.5	B3, C3, C4
307.6.1	A1, A2, A4, B3	1205.2	B2, B3
307.6.2	A1, A2, A4, B3	3307.2	B2, B3
307.6.3	A1, A2, A4, B3	5601.3.2 & 5601.3.3	A1, A2, A4
408	Administrative	5608.2	A1, A2, A4
501.1	Administrative	5614	A1, A2, A4
503.1	Administrative	5707.1	A1, A2, A4
503.1.2	Administrative	Chapter 80	A1, A2, A4
503.2.1	Administrative	Table B105.1(1)	A1, A2, A4

503.2.3	Administrative	Table B105.2	A1, A2, A4
503.6.1	A4, B2, B3	B105.4	A1, A2, A3, A4
505.1	B2, B4		

SECTION 3. FIRE CODE ADOPTION

The City Council of the City of Murrieta hereby adopts as the Fire Code for the City of Murrieta Fire the 2025 California Fire Code based on the 2024 International Fire Code. In addition, the following provisions that are excluded in the 2025 California Fire Code are hereby adopted - Chapter 1, Division II, Chapters 3, 25, and Sections 503, 510.2, 1103.2 and Appendices A, C, H, I, N, O and P are adopted together with the City's amendments as set forth in this ordinance. This Fire Code is adopted for the protection of public health and safety. It includes definitions, provisions for the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings, requirements for permits and inspection for installing or altering systems, regulations for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, equipment use and maintenance of buildings and structures, including the installation, alteration or repair of new and existing fire protection systems and their inspection and provides penalties for violation of this code. Each and all of the regulations, provisions, penalties, conditions and terms of the Murrieta Municipal Code on file in the office of the Murrieta Fire Protection District are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Exhibit "A" of this ordinance.

SECTION 4. CEQA

This ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 5. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. NOTICE OF ADOPTION

The City Clerk shall certify to the adoption of this ordinance and shall publish a summary of this

Ordinance and post a certified copy of the full ordinance in the office of the City Clerk at least five (5) days prior to the adoption of the proposed ordinance; and within fifteen (15) days after adoption of the ordinance, the City Clerk shall publish a summary of the ordinance with the names of the council members voting for and against the ordinance.

SECTION 7. EFFECTIVE DATE

This Ordinance shall become effective on January 1, 2026.

PASSED AND ADOPTED this ___th day of _____, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany Israel, City Attorney

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 626-25 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the ___th day of _____, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Cristal McDonald, City Clerk

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 626-25 was duly published according to law and the order of the City Council of said City and the same was so published in *Press Enterprise*, a newspaper of general circulation on the following date(s):

Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed my name this _____, _____

_____
Cristal McDonald, City Clerk

EXHIBIT "A"

15.24.010 Adoption of the Fire Code. The City of Murrieta adopts as the Fire Code for the City of Murrieta Fire & Rescue the following: the 2025 California Fire Code based on the 2024 International Fire Code. In addition, the following provisions that are excluded in the 2025 California Fire Code are hereby adopted - Chapter 1, Division II, Chapters 3, 25, and Sections 503, 510.2, 1103.2, and Appendices A, C, H, I, N, O and P are adopted together with the City's amendments as set forth in this ordinance. The California Fire Code and its appendix chapters will be on file for public examination in the offices of the Fire Marshal, Building Official, and the City Clerk's office.

15.24.020 Section 101.1 Amended– Title. These regulations shall be known as the Fire Code of the City of Murrieta, hereinafter referred to as the Fire Code.

15.24.030 Section 102.13 Added – Repeal of Conflicting Ordinances, Resolutions, or Motions. All former ordinances, resolutions, or motions or parts thereof, conflicting or inconsistent with the provisions of this chapter are repealed.

15.24.040 Section 103.1 Amended – Creation of an Agency. The City of Murrieta / Murrieta Fire & Rescue is hereby created and the official in charge therefore shall be known as the fire code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

15.24.050 Section 108.2 Amended - Schedule of Permit Fees. Fees for services and operational permits shall be as set forth in the City of Murrieta fee schedule.

15.24.060 Section 108.4.1 Added - Fees for Working or Performing Without Necessary Permits. A person who commences any construction work regulated by the Fire Code within the City before first obtaining necessary construction permits may be fined as follows:

1. First offense is double fees for each building or permit required to be issued that is in violation, and a complaint is filed to the Contractors State License Board.
2. Second offense is double fees as indicated in item 1 above plus a $500.00 fine and a complaint filed to the Contractors State License Board.
3. Third offense is double fees as indicated in item 1 above plus a $1000.00 fine and a complaint filed to the Contractors State License Board.
4. Fourth or subsequent violations will result in a misdemeanor citation and/or additional legal action for failing to comply with the requirements of the Fire Code.

15.24.070 Section 108.7 Added - Cost Recovery. The purpose of this section is to establish authority to obtain reimbursement from responsible individuals for the expense of any emergency response and/or enforcement action by the Fire Department to protect the public from criminal or negligent activities, and from fire or hazardous substances.

15.24.080 Section 108.8 Added - Reimbursement Required. In accordance with Safety Code Section 13000 et. Seq., an individual who acts negligently or in violation of the law thereby requires an emergency response to a danger posed by a fire or hazardous substance shall be liable

for reimbursement to the Fire Department for the costs incurred. In accordance with Government Code Section 53150 through 53158, any individual who is under the influence of an alcoholic beverage or any drug or the combined influence of an alcoholic beverage and drug, and whose negligent operation of a motor vehicle, boat or vessel or civil aircraft caused by that influence proximately cause any incident and thereby requires an emergency response shall reimburse the Fire Department for those costs incurred.

15.24.090 Section 108.9 Added - Expense Recovery. The fire code official may impose a fee for recovery of expenses incurred to enforce the provisions of the Fire Code including approved third-party billing.

15.24.100 Section 110.3.1 Added - Electronic Recordkeeping. The fire code official can require the forms for maintenance inspections of fire protection systems to be filed in electronic format as prescribed by the fire code official.

15.24.110 Sections 112.1, 112.2, 112.3 & 112.4 of the California Fire Code are deleted in their entirety and replaced with:

Section 112.1 Board of Appeals Established. In order to hear, and decide appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of the fire code, there shall be and is hereby created a board of appeals. After all "in-house" efforts (including a review and determination in writing by the Fire Chief) have failed to achieve resolution, a board of appeals shall be appointed on an as-needed basis by the Murrieta City Manager and shall hold office at their pleasure. The fire code official shall be an ex officio member of said board but shall not have a vote on any matter before the board. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the City Manager and fire code official.

Section 112.2 Limitations of Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall not have the authority to waive the requirements of this code.

Section 112.3 Qualifications. The board of appeals shall consist of three or five members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions, or fire protection systems and are not public officials or employees of the City of Murrieta.

Section 112.4 Administration The fire code official shall take immediate action in accordance with the decision of the board of appeals.

15.24.120 Section 113.4 Amended - Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of

a misdemeanor, punishable by a fine of not more than $1,000.00 dollars or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

15.24.130 Section 202 Added - General Definitions

ALL-WEATHER SURFACE. A road surface of asphalt, concrete, ~~or~~ approved pavers, or an engineered surface (such as decomposed granite compacted to 95%) capable of supporting an 80,000-pound fire apparatus in all weather conditions.

FLOW-LINE. The lowest continuous elevation on a curb is defined by the path traced by a particle in a moving body of water at the bottom of the rolled curb.

FUEL MODIFICATION ZONE. A strip of land where combustible vegetation has been thinned or modified or both and partially or totally replaced with approved fire- resistant and/or irrigated plants to provide an acceptable level of risk from vegetation fires. Fuel modification reduces the radiant and convective heat on a structure and provides valuable defensible space for firefighters to make an effective stand against an approaching fire front.

MID-RISE BUILDING. A building five or more stories high, but not exceeding 75 feet in height, and not defined as a high-rise building by Section 202 of the California Building Code. Measurements shall be made from the underside of the roof or floor above the topmost space that may be occupied to the lowest fire apparatus access road level.

JURISDICTION. The City of Murrieta and/or Murrieta Fire & Rescue.

15.24.140 Section 304.1.3 Amended - Vegetation. Weeds, grass, vines, or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirements in urban-wildland interface areas shall be in accordance with 2025 California Wildland-Urban Interface Code (Title 24 Part 7) and the City of Murrieta Municipal Code.

15.24.150 Section 307.1.1 Amended - Prohibited Open Burning. Open burning shall be prohibited within the jurisdictional boundaries of the City of Murrieta.

15.24.160 Section 307.6 Added - Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section. *Exception: Barbeques, grills, and other portable devices intended solely for cooking*

15.24.170 Section 307.6.1 Added - Gas Fueled Devices. Outdoor fireplaces, fire pits, and similar devices fueled by natural gas or liquefied petroleum gas are allowed when approved by the Building and Fire Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At one-and two-family dwelling units, combustible construction and flammable vegetation shall not be located within three feet of gas-fueled devices. At all other Group R occupancies, the minimum distance to combustible construction and flammable vegetation shall be 20 feet. Where chimneys or vents are installed, they shall have an approved spark arrester as defined in California Mechanical Code, Section 221.

15.24.180 Section 307.6.2 Added - Where Prohibited. The burning of wood and other solid fuels shall not be conducted within a Very high or high fire hazard severity zone.
Exception: *Approved outdoor permanent fireplaces.*

15.24.190 Section 307.6.3 Added - Outdoor Fireplaces Utilizing Wood or Solid-fuels. Permanent outdoor fireplaces, not located within a High or Very High Fire Hazard Severity Zones, that burn wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks Chimneys shall have an approved spark arrester as defined in California Mechanical Code, Section 221**.**

15.24.200 Section 408 Added - Automated External Defibrillators. This Section applies to all of the following structures, as defined in Chapter 3 of Part 2, The California Building Code, of Title 24, the California Building Standards Code, of the California Code of Regulations, that are constructed on or after January 1, 2017.

(A) Group A assembly buildings with an occupant load of 300 or more.
(B) Group B business buildings with an occupant load of 200 or more.
(C) Group E educational buildings with an occupant load of 200 or more.
(D) Group F factory buildings with an occupant load of 200 or more.
(E) Group I institutional buildings with an occupant load of 200 or more.
(F) Group M mercantile buildings with an occupant load of 200 or more.
(G) Group R residential buildings with an occupant load of 200 or more, excluding single-family dwelling units.

(1) A structure described in subdivision (A) that is an occupied structure shall have an automated external defibrillator (AED) on the premises subject to the requirements in Section 1797.196. A person or entity that acquires an AED for emergency care pursuant to this section shall not be liable for any civil damages resulting from any acts or omissions in the rendering of the emergency care by use of an AED if that person or entity has complied with subdivision (b) of Section 1797.196

(2) This chapter shall not apply to a structure in subdivision (A) that is owned or operated by any local government entity.

(3) This chapter shall not apply to a health facility licensed under subdivisions (a), (b), (c), or (f) of Section 1250 of the Health and Safety Code.

(4) This chapter shall not be construed to apply to a structure that is vacant or under construction or renovation.

15.24.210 Section 501.1 Amended – Scope. Fire service features for buildings, structures, and premises shall comply with this chapter. All features shall be in accordance with this code, national standards, the Murrieta Fire & Rescue Guidelines for Fire Department Access & Water Requirements for Commercial & Residential Development, and the Murrieta Fire & Rescue Guideline for the Installation of Private Fire Service Mains and Their Appurtenances.

15.24.220 Section 503 Amended – Fire Apparatus Access Roads

15.24.230 Section 503.1 Amended - Where required. Fire apparatus access roads, including private residential driveways, shall be required for every building hereafter constructed when any portion of an exterior wall of the first story is located more than 150 feet from the closest point of an approved fire department vehicle access.

Fire apparatus access roads, except private residential driveways, shall be provided and maintained for the purposes of rapid and reliable fire apparatus access and for unobstructed traffic circulation for evacuation or relocation of civilians during a wildfire or other emergency. Fire apparatus access roads shall be provided and maintained in compliance with this section and the most recent edition and any amendments thereto, of public and private road standards as adopted by the City of Murrieta. The fire code official may modify the requirements of this section if the modification provides equivalent access.

15.24.240 Section 503.1.2 Amended - Additional access. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of the terrain, climatic conditions, or other factors that could limit access. When additional fire apparatus access roads are required, the additional fire apparatus access road must be remote from the primary fire apparatus access road and be approved by the fire code official.

15.24.250 Section 503.2.1 Amended - Dimensions. The dimensions of fire apparatus access roads shall be in accordance with the following:

(a) The width of an approved fire apparatus access road is measured flowline to flowline. All fire apparatus access roads shall have and maintain an unobstructed vertical clearance of not less than 13 feet 6 inches.

Fire apparatus access roads shall have an unobstructed improved width of not less than 24 feet, except for single-family residential driveways serving no more than two single-family dwellings, which shall have a minimum of 14 feet of unobstructed improved width. Any of the following, which have separated lanes of one-way traffic: gated entrances with card

readers, guard stations, or center medians, are allowed, provided that each lane is not less than 16 feet wide.

(b) Fire apparatus access roads serving multi-family structures shall have an unobstructed improved width of not less than 24 feet. The fire code official may require additional access road improvements, including 26 feet of roadway width when necessary to accommodate an Aerial Fire Apparatus.

(c) Fire apparatus access roads serving commercial, industrial, or buildings greater than two stories shall have an unobstructed improved width of not less than 26 feet to accommodate an Aerial Fire Apparatus. The fire code official may require additional access road improvements necessary to accommodate an Aerial Fire Apparatus.

15.24.260 Section 503.2.3 Amended - Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus at 80,000 pounds and shall be hard-surfaced, paved, or concrete and suitable for fire apparatus. Pervious pavers may be used when designed, installed, and maintained to hold the imposed loads of fire apparatus at 80,000 pounds and are approved by the fire code official. In rural areas, all-weather surfaces may be utilized for fire apparatus access roads where slopes permit. All-weather surfaces must be maintained to engineered standards, failure to do so will result in violations as outlined in 15.24.120.

15.24.270 Section 503.6.1 Added - Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicles.

15.24.280 Section 505.1 Amended - Address numbers. Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations, plainly visible and legible from the street or roadway fronting the property when approaching from either direction. All commercial addressing shall be illuminated to be visible from the street at all hours. Single-family residential numbers shall contrast with their background and shall meet the following minimum size standards: 4" high with a ½" stroke. For buildings up to 25 feet in height, address numbers shall be a minimum of 12" high with a minimum 2" stroke. For building(s) exceeding 25 feet in height, address numbers shall be a minimum of 24" in height with a minimum 4" stroke and be placed on all sides of a structure. All address identification characters shall contrast with their background. Numbers shall not be spelled out. Additional numbers shall be required where deemed necessary by the fire code official, such as rear access doors, building corners, and entrances to commercial centers. Where access is by means of a private road and the building cannot be viewed from the public way, an approved monument, pole, or other approved sign or means shall be used to identify the structure. Address identification shall be maintained.

15.24.290 Section 508.1 Amended – General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, and mid- rise buildings as defined and Group I-2 Occupancies having occupied floors located more than 55 feet above the lowest level of fire department vehicle access and in all F-1 and S-1 Occupancies with a building footprint greater than 300,000 square feet, a fire command center

for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.8.

15.24.300 Section 508.1.3 Amended – Size. The fire command center shall be not less than 0.015 percent of the total building area of the facility served or 200 square feet in area, whichever is greater, with a minimum dimension of 0.7 times the square root of the room area or 10 feet, whichever is greater.

Where a fire command center is required for a group F-1, and S-1 Occupancies with a building footprint greater than 300,000 square feet, the fire command center shall have a minimum size of 96 square feet with a minimum dimension of 8 feet, where approved by the fire code official.

15.24.310 Section 510.1 Amended - Emergency Responder Communication Coverage in New and Existing Buildings. Approved in-building emergency responder communications enhancement systems (ERCES) for emergency responders shall be provided in all new and existing buildings as determined by the fire code official. The ERCES, where required, shall be provided in accordance with Murrieta Fire & Rescue and Police Departments policies and guidelines.

15.24.320 Section 510.4.2.3 Amended - Standby Power. In-building emergency responder communications enhancement shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Sections 1203. The standby power supply shall be capable of operating in-building emergency responder communications enhancement systems at 100-percent system capacity for a duration of not less than 24 hours.

15.24.330 Section 510.6 Amended - Maintenance. The in-building emergency responder communications enhancement system shall be maintained operational at all times in accordance with sections 510.6.1 through 510.6.5.

15.24.340 Section 510.6.5 Added - Signal Interference Mitigation. ERCES shall be installed and maintained so as not to cause harmful interference to the Public Safety Enterprise Communications (PSEC) within or beyond the building or structure served.

15.24.350 Section 510.6.5.1 Added - Automatic Shutdown. ERCES shall be equipped with automatic detection and shutdown features that deactivate amplification components upon occurrence of oscillation, feedback, or over-amplification. Automatic shutdown shall occur when system operation causes disruption or degradation of the Public Safety Enterprise Communications (PSEC).

15.24.360 Section 510.6.5.2 Added - Automatic Shutdown Supervision. Upon activation of the shutdown function, a supervisory signal shall be transmitted to the fire alarm control unit and to a constantly attended location as required by the fire code official.

15.24.370 Section 510.6.5.3 Added - Restoration of Service. Following an automatic shutdown, corrective action shall be performed by qualified personnel prior to system reset. ERCES shall not be returned to service until testing has verified that operation does not cause interference with the Public Safety Enterprise Communications (PSEC).

15.24.380 Section 510.6.5.4 Added - Prohibition. ERCES shall not be permitted to operate in any manner that degrades or impairs emergency communications as determined by Public Safety Enterprise Communications (PSEC).

15.24.390 Section 901.6.3. Amended - Records. Records of all system inspections, tests, and maintenance required by referenced standards shall be submitted and maintained in the required format and electronically as required by the fire code official.

15.24.400 Section 903.2 Amended - Where required. Approved automatic sprinkler systems, regardless of the occupancy classification, shall be provided throughout new buildings and structures which are 3,600 square feet or greater in size or more than two stories in height.

Exception: Group R, occupancies shall comply with sections 903.2.8

1. Regardless of the occupancy classification. Where Sections 903.2.1 - 903.2.21 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.
2. The elimination of sprinkler protection in the following areas is subject to approval by the Fire Code Official. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries, and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ ceiling assemblies.

Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Detached Group U occupancies used for agricultural or livestock purposes, less than 5,500 square feet, and having setback distances of 50 feet or more from the property line and other buildings.
2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.
3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles, and dining areas with no cooking.
4. Detached Group U occupancy greenhouses less than 5,500 square feet.
5. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

For development within the BP and Cl zoning districts or commercial or industrial

buildings that are speculative in nature with no specific commodity or method of storage, the automatic fire protection system installed shall provide a minimum density coverage of 0.33/2,500 S.F. or as determined by the fire code official or their designee.

15.24.410 Section 903.2.10 Amended - Group S-2 Parking Garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages.

15.24.420 Section 903.2.10.1 Deleted - Commercial Parking Garages, is hereby deleted without replacement.

15.24.430 Section 903.3.5.3 Added - Hydraulically Calculated Systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity

15.24.440 Section 903.4 Amended - Sprinkler System Supervision and Alarms, is hereby amended by modifying item 2, deleting items 5 and 8, and renumbering the exceptions as follows:

Exceptions:

1. Automatic sprinkler systems protecting one- and two-family dwellings.
2. Limited area systems serving fewer than 20 sprinklers.
3. Automatic sprinkler systems are installed in accordance with NFPA 13R where the common supply main is used to supply both the domestic and automatic sprinkler system, and a separate shutoff valve for the automatic sprinkler system is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
6. Trim valves to pressure switches in dry, pre-action, and deluge sprinkler systems that are sealed or locked in the open position.

15.24.450 Section 907.1.6 Added - Fire alarm control panel (FACP). The main fire alarm control panel shall be located in the same room as and share the same access as the fire sprinkler riser. The FACP shall have a minimum of 36 inches of face clearance and 6 inches of side clearance from any other wall or equipment.

15.24.460 Section 907.5.1 Amended - Tenant Notification. Notification shall be provided to the occupants in single tenant and multi-tenant buildings, (including when a tenant improvement permit is required) a single audio/visual device shall be installed in each suite, in a constantly attended location, and shall annunciate upon the activation of any fire protection system.

14.24.470 Section 914.12 Added – Mid Rise Building

15.24.480 Section 914.12.1 Added - General. A newly constructed mid-rise building shall comply with this section.

Exceptions:

1. Buildings used exclusively as an open parking garage.
2. Buildings where all floors above the fourth-floor level are used exclusively as an open parking garage.
3. Buildings such as a power plant, lookout tower, steeple, grain house, and other similar structures with intermittent human occupancy.

15.24.490 Section 914.12.2 Added - **Automatic Fire Sprinkler Systems and Standpipes**. Mid-rise buildings shall be protected throughout by an automatic fire sprinkler system designed and installed in conformance with the latest edition of NFPA 13 and in accordance with the following:

1. A shut-off valve and a water flow alarm shall be provided for each floor. Each shut-off valve and water flow alarm shall be electronically supervised.
2. Mid-rise buildings shall be provided with a Class I standpipe system that is interconnected with the automatic fire sprinkler system. The system shall consist of 2.5-inch hose valves located in each stair enclosure on every floor. Two hose outlets shall be located on the roof outside of each stair enclosure that penetrates the roof. The standpipe system shall be designed, installed, and tested in accordance with the latest edition of NFPA 14.
3. Fire department standpipe connections and valves serving each floor shall be located in the vestibule and located in a manner so as not to obstruct egress when hose lines are connected and charged.

15.24.500 Section 914.12.3 Added - Smoke detection. Smoke detectors shall be provided in accordance with this section. Smoke detectors shall be connected to an automatic fire alarm system and shall be installed in accordance with the latest edition of NFPA 72. The actuation of any device required by this section shall operate the emergency voice alarm signal system and shall operate all equipment necessary to prevent the circulation of smoke through air returns and exhaust ductwork. Smoke detectors shall be located as follows:

1. In every mechanical equipment, electrical, transformer, telephone equipment, unmanned computer equipment, elevator machinery, or similar room and in all elevator lobbies. Elevator lobby detectors shall be connected to an alarm verification zone or be listed as a releasing device.
2. In the main return air and exhaust air plenum of each air conditioning system. The smoke detector shall be located in a serviceable area downstream of the last duct inlet.
3. At each connection to a vertical duct or riser serving no than 4 or

more stories from a return air duct or plenum of an air conditioning system. In Group R, Division 1 and 2 occupancies, an approved smoke detector is allowed to be used in each return air riser carrying not more than 5,000 cubic feet per minute and not serving more than 10 air inlet openings.

4. For Group R, Division 1 and 2 occupancies, in all corridors serving as a means of egress for an occupant load of 10 or more persons.

15.24.510 Section 914.12.4 Added - Fire alarm system. An approved and listed, automatic and manual, fully addressable, and electronically supervised fire alarm system shall be provided in accordance with the provisions of this code and NFPA 72.

15.24.520 Section 914.12.5 Added - Emergency voice alarm signaling system. The operation of any automatic fire detector or water flow device shall automatically sound an alert tone followed by a pre-recorded voice instruction giving appropriate information and direction on a general or selective basis to the following terminal areas:

1. Elevators
2. Elevator lobbies
3. Corridors
4. Exit stairways
5. Rooms and tenant spaces
6. Dwelling units
7. Hotel guest rooms
8. Areas designated as safe refuge within the building

15.24.530 Section 914.12.6 Added - Fire Command Center. A fire command center for fire department operations shall be provided for mid-rise buildings, as defined in Section 202 of this ordinance, in accordance with Section 508.

15.24.540 Section 914.12.7 Added - Elevators. Elevators and elevator lobbies shall comply with Chapter 30 of the California Building Code. At least one elevator cab shall be assigned for fire department use and shall serve all floors of the building. This cab shall be provided large enough to accommodate an ambulance-type stretcher in accordance with section 3002.4 of the California Building Code.

15.24.550 Section 914.12.8 Added - Fire Department Communication System. An approved two-way fire department communication system designed and installed in accordance with the adopted edition of NFPA 72, shall be provided for fire department use per section 907.2.13.2.

15.24.560 Section 914.12.9 Added - Means of egress. In addition to the requirements of Chapter 10, egress components of mid-rise buildings shall comply with sections 914.12.8.1 through 914.12.8.5

15.24.570 Section 914.12.9.1 Added - Extent of the enclosure. Stairway enclosures shall be continuous and shall fully enclose all portions of the stairway. Exit enclosures shall exit directly to the exterior of the building or include an exit passageway on the ground floor leading to the exterior of the building. Each exit enclosure shall extend completely through the roof and be provided with a door that leads onto the roof.

15**.24.580 Section 914.12.9.2 Added - Pressurized enclosures and stairways**. All required stairways and enclosures in a mid-rise building shall be pressurized as specified in Section 909. Pressurized stairways shall be designed to exhaust smoke manually.

15.24.590 Section 914.12.9.3 Added - Vestibules. Pressurized stairway enclosures serving a mid-rise building shall be provided with a pressurized entrance vestibule on each floor that complies with Section 909.

15.24.600 Section 914.12.9.4 Added - Pressure differences. The minimum pressure difference between a vestibule and adjacent areas shall comply with Section 909.

15.24.610 Section 914.12.9.5 Added -Locking of stairway doors. All stairway doors that are locked to prohibit access from the interior of the stairway shall have the capability of being unlocked simultaneously, without unlatching, upon a signal from the fire command center. Upon failure of normal electrical service or activation of any fire alarm, the locking mechanism shall automatically unlock

15.24.620 Section 1205.2 Amended - Access and Pathways.
Exception 3. Building-Integrated Photovoltaic (BIPV) systems where the BIPV systems are approved, integrated into the finished roof surface and are listed in accordance with a national test standard developed to address Section 690.12(B)(2) of the California Electrical Code. The removal or cutting away of portions of the BIPV system during firefighting operations shall not expose a firefighter to electrical shock hazards and smoke ventilation opportunity areas shall be identified.

15.24.630 Section 3307.2 Amended - Water Supply for Fire Protection. The required water supply, including water mains and fire hydrants, for fire protection, shall be installed, tested, and accepted, prior to combustible materials arriving onsite.

15.24.640 Section 5601.3.2Added - Prohibition. No person shall have in his or her possession, or keep, store, use, shoot, discharge, set off, ignite, explode, manufacture, sell, offer to sell, give or transport any fireworks, dangerous fireworks, or safe and sane fireworks, except for use as agricultural and wildlife fireworks or for use in a public display of fireworks pursuant to a permit obtained from Murrieta Fire & Rescue under the provisions of California Health and Safety Code Sections 12640-12654 and the municipal code adopted by the City of Murrieta. Any storage, use, sale, possession, and handling of fireworks 1.4G (commonly referred to as Safe & Sane) and fireworks 1.3G is strictly prohibited.

Exception: Fireworks 1.4G and fireworks 1.3G may be part of an electrically fired public display when permitted by Murrieta Fire & Rescue and conducted by a California licensed pyrotechnic operator.

15.24.650 Section 5601.3.3 Added - Seizure of Fireworks. The fire code official and his or her designee shall have the authority to seize, take, and remove all fireworks stored, sold, offered for sale, used, or handled in violation of the provisions of Title 19 CCR, Chapter 6. Any seizure or removal pursuant to this section shall be in compliance with applicable statutory, constitutional, and decisional law.

15.24.660 Section 5608.2 Added - Firing. All fireworks displays shall be electrically fired.

15.24.670 Section 5614 Added - Explosives and blasting. Explosives shall not be possessed, kept, stored, sold, offered for sale, given away, used, discharged, transported, or disposed of except by permit from the fire code official.

15.24.680 Section 5707.1 Amened - General. On-demand mobile fueling operations that dispense Class I, II, and III liquids into the fuel tanks of motor vehicles shall be prohibited.

15.24.690 Sections 5707.2 through 5707.6 are hereby deleted without replacement.

15.24.700 NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The FDC shall contain a minimum of two 2 ½" inlets. The location shall be approved and be no more than 40 feet from a public or private hydrant. The size of the piping and the number of inlets shall be approved by the fire code official. Fire department inlet connections shall be painted OSHA safety red. When the fire sprinkler density design requires 500 gpm (including inside hose stream demand) or greater, or a standpipe system is included, four 2½" inlets shall be provided

15.24.710 NFPA 13R 2025 is added and adopted in its entirety.

15.24.720 NFPA 13D 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby adopted and amended or added as follows:

Section 5.1.3 is hereby added as follows:

5.1.3 Stock of Spare Sprinklers

Section 5.1.3.1 is hereby added as follows:

5.1.3.1. A supply of at least one sprinkler for each type shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

5.1.3.2 is hereby added as follows:

5.1.3.2 The sprinklers shall correspond to the types and temperature

ratings of the sprinklers on the property.

Section 5.1.3.3 is hereby added as follows:

5.1.3.3 The sprinklers shall be kept in a cabinet located where the temperature to which they are subjected will at no time exceed 100 degrees Fahrenheit (38 degrees C).

Section 5.1.3.4 is hereby added as follows:

5.1.3.4 A sprinkler wrench shall be provided and kept in the cabinet to be used for

the removal and installation of sprinklers. A separate sprinkler wrench shall be provided to

ensure all styles of heads can be replaced if activated.

Section 7.1.2 is hereby revised as follows:

7.1.2 The system piping shall not have a separate control valve unless supervised by a central station, proprietary, or remote station alarm service.

7.6 - Amend 7.6 to read as follows:

7.6 Alarms. A water flow switch shall be provided and located on the sprinkler riser above the check valve. The waterflow switch shall activate the local waterflow alarm bell and the interconnected smoke alarms inside the residence. The water flow switch shall be a retarding type with a delay between 15-45 seconds before activation. Waterflow alarm bell shall have a minimum diameter of 6 inches and be mounted on the exterior of the structure.

15.24.730 NFPA 14, 2024 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 9.5.1.1 is hereby deleted in its entirety and replaced as follows:

9.5.1.1 Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

15.24.740 NFPA 24, 2025 Edition, Standard for the Installation of Private Fire Service Mains and their Appurtenances is hereby amended as follows:

Section 6.2.9* (3) and (5) is hereby deleted without replacement and (6) and (7) renumbered as follows:

(5) Control Valves installed in a fire-rated room accessible from the exterior.

(6) Control valves in a fire-rated stair enclosure accessible from the exterior as permitted by the authority having jurisdiction.

Section 6.2.9* (2) is hereby revised as follows:

(2) When approved by the fire code official, a wall post indicating valve may be installed on an existing structure.

Section 6.3.3 is hereby added as follows:

6.3.3 All post indicator valves controlling fire suppression water supplies shall be painted OSHA red.

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe shall be coated and wrapped. Joints shall be coated and wrapped after assembly. All fittings shall be protected with a loose 8-mil polyethylene tube. The ends of the tube shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.3.8 Bolts is hereby added as follows:

10.3.7 Bolts. All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material, prior to poly-tube, and after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.3.1 is hereby deleted and replaced as follows:

10.4.3.1 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.6.2.

Section 10.4.3.1.1 is hereby revised as follows:

10.4.3.1.1 Pipe joints shall not be located under foundation footings. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints.

15.24.750 Amended - Table B105.1 (1)

TABLE B105.1(1)
REQUIRED FIRE-FLOW FOR ONE AND TWO FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
0-3,600	No automatic sprinkler	1,500	2
3,601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required fire-flow rate, but not less than 2 hours.
0-3,600	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	500	1/2
3,601 and greater	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	½ value in Table B105.1(2) but not less than 875	1

For SI: 1 square foot = 0.0929 m^2, 1 gallon per minute = 3.785 L/m

15.24.760 Amended - Table B105.1(2)

TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE AND TWO FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 (NFPA 13) or Section 903.3.1.2 (NFPA13R) of the California Fire Code	*50%* of the value in Table B105.1(2) *not less than 2,500* for multi-family, not less than 3,000 for commercial not less than 3,500 for industrial	Duration for multi-family, 2 hours Duration for commercial, 3 hours Duration for industrial, 4 hours

For SI: 1 square foot = 0.0929 m^2, 1 gallon per minute = 3.785 L/m *Or as otherwise required by the Fire Code official

15.24.770 Section B105.4 – ADDED- Projects Located in Fire Severity Zones. All new buildings constructed or installed that are located within a High and Very High Fire Hazard Severity Zone, as designated by the Director of Forestry and Fire Protection or as subsequently amended, the minimum fire-flow requirements shall be increased by 500 gallons per minute (GPM) at a residual pressure of 20 psi for a minimum duration of 2 hours.

Exception. Where the entire project is constructed in compliance with the current Insurance Institute for Business & Home Safety (IBHS) Wildfire Technical Standards, the required fire flow may comply with the standard fire-flow requirements of Appendix B without modification.

ORDINANCE NO. 627-25

AN ORDINANCE OF THE CITY COUNCIL, ADOPTING THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, BASED ON THE 2024 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE INCLUDING LOCAL AMENDMENTS AND ADDITIONS

Summary: This ordinance will adopt the 2025 California Wildland-Urban Interface Code including local amendments and an exemption from CEQA.

WHEREAS, every three years the State of California adopts a new California Building Standards Code (BSC) which includes a new California Wildland-Urban Interface Code; and,

WHEREAS, the State of California has adopted the 2025 California Wildland-Urban Code based on the 2024 International Wildland-Urban Interface Code published by the International Code Council, hereinafter referred to collectively as the California Wildland-Urban Interface Code; and,

WHEREAS, Health & Safety Code Section 17958 permits the City of Murrieta to make such changes or modifications to the California Wildland-Urban Interface Code as are reasonably necessary because of local conditions; and,

WHEREAS, Health & Safety Code Section 17958.7 requires that the City of Murrieta, before making any changes or modifications to the California Wildland-Urban Interface Code, make express findings that such changes or modifications are needed due to local climatic, geological, or topographical conditions; and,

WHEREAS, the City Council finds that the City has certain climatic, geological, and topographical features that can have a deleterious effect on emergency services such as fire protection and emergency medical services; and,

WHEREAS, the City Council finds that the modifications and changes to the California Wildland-Urban Interface Code are reasonably necessary because of the local climatic, geological, and topographical conditions set forth herein as identified below; and,

WHEREAS, Sections 50022.1 through 50022.10, inclusive of the Government Code and Section 17922 of the Health & Safety Code, provide authority for the adoption by reference of codes, or portion of such codes.

WHEREAS, The 2025 Edition of the California Wildland-Urban Interface Code (CWUI) is based on the 2024 International Wildland-Urban Interface Code. The CWUI published by the BSC in Title 24, Part 7 of the California Code of Regulations must be in effect by January 1, 2026. To include local amendments and enhance life safety, and property protection, the city must complete its adoption process thirty (30) days prior to implementation. The adoption of the 2025 CWUI into the City of Murrieta Municipal Code provides an orderly administration of the 2025 CWUI by the City's Building Official and Fire Code Official.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. MUNICIPAL CODE ADDITION

Chapter 15.30 of the Murrieta Municipal Code is hereby added as found in Exhibit A attached hereto and incorporated herein as if set forth in full.

SECTION 2. LOCAL AMENDMENT FINDINGS

The City Council of the City of Murrieta finds that the modifications and changes to the CWUI Code are reasonably necessary because of the local climatic, geological, and topographical conditions set forth herein.

A. Climate Considerations

1. The City of Murrieta located in Riverside County is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semi-arid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of 70 m.p.h. or greater, are common to the area. Examples are: Santa Ana/Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, streetlights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

2. Although Riverside County and the City of Murrieta occasionally experiences periods of significant drought, the County can also experience periods of substantial rainfall. Annual rainfall varying from three inches in Blythe to over 33 inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the County are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the easterly portions of the County. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.

3. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall, future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

4. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features such as identification and notification will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

B. Topographic Considerations

1. Natural. The topographical conditions of Riverside County vary from 300 feet below sea- level, flat desert communities, to mountains over 10,000 feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of 25 percent and greater generally occur throughout the foothills. Riverside County extends from Orange County to the State of Arizona and is mixed with congested urban areas, rural lands and wild lands. A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.

2. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County and within the City of Murrieta.

3. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on• site fire- extinguishing systems and other protection measures to protect occupants and property.

C. Geographic Considerations

1. Located within Riverside County and in the City of Murrieta are several

known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

2. The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in tum, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

3. Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

4. Road circulation features located throughout the County and the City of Murrieta also make amendments reasonably necessary. Located through the County and the City of Murrieta are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Murrieta that naturally have extended emergency response times that exceed the five-minute goal.

The table below details amendments to specific Sections of the 2025 California Wildland-Urban Interface Code and the applicable Finding for each.

Amendment	Finding	Amendment	Finding
Definitions 202	Administrative	604.6	A1, A2, A3, A4
602.4	A1, A2, A3, A4		

SECTION 3. CALIFORNIA WILDLAND-URBAN INTERFACE CODE ADOPTION

The City Council hereby adopts the California Wildland-Urban Interface Code for the City of Murrieta. The 2025 California Wildland-Urban Interface Code of Title 24, Part 7. In addition, the following provisions that are excluded in the 2025 California Wildland-Urban Interface Code are hereby adopted - Chapter 1, 1.12, Division II, 402 and Appendices A are adopted together with the City's amendments as set forth in this ordinance.

This California Wildland-Urban Interface Code is adopted for the protection of public health and safety. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure, or any appurtenance connected or attached thereto, within the City of Murrieta. These provisions further apply to building materials, systems, and assemblies used in the exterior design and construction of new buildings located within a wildland–urban interface area, establishing minimum requirements intended to mitigate conditions that could cause a fire originating in a structure to ignite vegetation, or allow a wildfire burning in vegetation fuels to transmit fire to structures, thereby threatening life safety, exceeding fire suppression capabilities, or resulting in significant property loss.

SECTION 4. CEQA

This ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 5. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. NOTICE OF ADOPTION

The City Clerk shall certify to the adoption of this ordinance and shall publish a summary of this Ordinance and post a certified copy of the full ordinance in the office of the City Clerk at least five (5) days prior to the adoption of the proposed ordinance; and within fifteen (15) days after adoption of the ordinance, the City Clerk shall publish a summary of the ordinance with the names of the council members voting for and against the ordinance.

SECTION 7. EFFECTIVE DATE

This Ordinance shall become effective on January 1, 2026.

PASSED AND ADOPTED this ___th day of _____, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany Israel, City Attorney

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

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 627-25 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the ___th day of _____, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Cristal McDonald, City Clerk

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 627-25 was duly published according to law and the order of the City Council of said City and the same was so published in *Press Enterprise*, a newspaper of general circulation on the following date(s):

Adopted Ordinance: _____ , 2025.

_____
Cristal McDonald, City Clerk

EXHIBIT "A"

15.30.010 Adoption of the California Wildland-Urban Interface Code. The City of Murrieta adopts as the California Wildland-Urban Interface Code for the City of Murrieta Fire & Rescue the following: the 2025 California Wildland-Urban Interface based on the 2024 International California Wildland-Urban Interface. In addition, the following provisions that are excluded in the 2025 California Wildland-Urban Interface are hereby adopted - Chapter 1, Division II, Section 402, and Appendix A in its entirety except sections A-102.3 – A102.3.2.2 are adopted together with the City's amendments as set forth in this ordinance. The California Wildland-Urban Interface and its appendix chapters will be on file for public examination in the offices of the Fire Marshal, Building Official, and the City Clerk's office.

15.30.020 Section 101.1 Amended– Title. These regulations shall be known as the California Wildland-Urban Interface Code of the City of Murrieta, hereinafter referred to as the California Wildland-Urban Interface Code (CWUI).

15.30.130 Section 102.9 Added – Repeal of Conflicting Ordinances, Resolutions, or Motions. All former ordinances, resolutions, or motions or parts thereof, conflicting or inconsistent with the provisions of this chapter are repealed.

15.30.040 Section 103.1 Amended – Creation of an Agency. The City of Murrieta is hereby created and the official in charge therefore shall be known as the fire code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

15.30.050 Section 202 Added – Definitions

FUEL MODIFICATION PLAN. An approved plan which identifies specific fuel modification zones within a property are subject to fuel modification. Fuel modification plans show the area and location of all hardscape/soft scape improvements and fuel modifications necessary to achieve the minimum acceptable level of risk to structures from fires in the combustible vegetation.

FUEL MODIFICATION ZONE. A specific area where vegetation has been removed, planted, or modified in conjunction with an approved fuel modification plan that increases the likelihood that a structure will survive a wildfire, improve the defensible space around the structure for firefighting activities, and prevents direct flame contact with the structures. Vegetation includes native ornamental plants, non-native naturalized annual grasses, and other invasive or naturalized species. Fuel modification activities can include removal, partial or total replacement of existing plants with adequately space drought-tolerant and fire-resistant species and thinning of existing native or ornamental species.

UNENCLOSED COVERED STRUCTURE. Includes covered structures with a solid or open roof and no more than one side closed.

15.30.060 Section 602.4 ADDED- Fuel Modification Plan. A fuel modification plan shall be

submitted to and approved by the fire code official prior to the issuance of a grading permit. The plan shall be developed in accordance with city-code , adopted guidelines, nationally recognized standards, and shall include provisions for ongoing maintenance.

15.30.070 Section 604.6 ADDED- Maintenance of Fuel Modification Zone. Fuel Modification Zones, not in compliance with the City of Murrieta Municipal Code, respective guidelines and recognized standards shall constitute a fire hazard.

15.30.080 APPENDIX A GENERAL REQUIREMENTS – Section A102.3 - DELETED- Sections A102.3 through A102.3.2.2 of Appendix A are deleted without replacement.

CITY OF MURRIETA
City Council Meeting Agenda Report

11/4/2025
Agenda Item No.

CITY OF MURRIETA
NOTICE OF PENDING APPROVAL OF FINAL PARCEL MAP – PM 38568 FOR JEFFERSON LA-A, LLC., A DELAWARE LIMITED LIABILITY COMPANY

NOTICE IS HEREBY GIVEN that on November 4, 2025, at 6:00 PM at City Hall, 1 Town Square, Murrieta, CA 92562, the City Council shall be notified of review and approval of final map application for Tract Map 38568 (TPM 38568).

An application was filed by **Jefferson LA-A, LLC.,** A Delaware Limited Liability Company for Tentative Parcel Map No. 38568 to subdivide 31.694 acres for residential use, including 852 multifamily units.

Engineering staff have completed a review of the final map for conformance with the Subdivision Map Act and the Murrieta Municipal Code. Final Parcel Map PM 38568 conforms to the conditions of approval and the tentative parcel map. All dedications and mitigation required in the conditions of approval have been offered and secured.

The mylars of the original final parcel map are available for review in the Engineering Department counter, Monday – Friday 8 AM – 5 PM.

Any questions concerning this matter should be directed to Jennifer Chamberlain, Development Services Technician at JChamberlain@MurrietaCA.gov or 951-461-6072.

Cristal McDonald, City Clerk
Dated: October 30, 2025