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

Tuesday, August 19, 2025
4:30 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

4:30 PM CLOSED SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY

ANNOUNCEMENT OF CLOSED SESSION ITEMS

CLOSED SESSION

CS1. Conference with Legal Counsel - Anticipated Litigation
The City Council will conduct a closed session, pursuant to Government Code Section 54956.9(d)(2), because there is significant exposure to litigation for four cases.

CS2. Conference with Labor Negotiators
The City Council will conduct a closed session, pursuant to Government Code Section 54957.6, with the City Manager, Assistant City Manager, City Attorney, and the City's Negotiators, regarding labor negotiations with the Murrieta Supervisors Association and Management, Professional, and Confidential group.

CS3. Conference with Real Property Negotiators
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, APN 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

Public comments relating to the Presentation will be taken during the respective item.

Certificate of Recognition: Murrieta Police Department Volunteers

APPROVAL OF AGENDA

DEPARTMENT/COMMISSION ANNOUNCEMENTS

CITY MANAGER - ADMINISTRATIVE UPDATE

City Manager Administrative Updates is the opportunity for the City Manager to present Department specific updates as well as general community updates.

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 – 20

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

2. Minutes

Recommended Action:

Approve the minutes of the July 15, 2025 Regular City Council meeting.

3. Check Register June 2025

Recommended Action:

Adopt Resolution No. 25-4879 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the Month of June 2025.*

4. Monthly Investment Transaction Report for June 2025

Recommended Action:

Receive and file the Monthly Investment Transaction Report for June 2025.

5. Treasurer's Report - Quarter 4 of Fiscal Year 2024/25

Recommended Action:

Receive the Fiscal Year 2024/25 Treasurer's Reports for Quarter 4 (April - June 2025).

6. Amending and Restating the Comprehensive Pay Schedule Fiscal Year 2025/26

Recommended Action:

Adopt Resolution No. 25-4880 entitled: *A Resolution of the City Council of the City of Murrieta, California, Amending and Restating the Comprehensive Pay Schedule for Fiscal Year 2025/26*.

7. Appropriation of Additional Funds and Amendment to the Agreement with Liebert Cassidy Whitmore

Recommended Action:

Amend the Fiscal Year 2024/25 Operating Budget to establish an appropriation of $125,000 for Legal Services;

Amend the Agreement with Liebert Cassidy Whitmore to increase the not-to-exceed amount for Fiscal Year 2024/25 from $300,000 to $425,000; and

Authorize the City Manager to execute the amendment.

8. Second Amendment to an Agreement with GRC Associates, Inc. for As-Needed Administrative Services for the Community Development Block Grant Program

Recommended Action:

Approve the second amendment to an agreement with GRC Associates, Inc. for as-needed Community Development Block Grant consultation services to extend the agreement by 2 years and increase the total not-to-exceed amount by $60,000; and

Authorize the City Manager to execute the agreement.

9. Donation Acceptance for FY 2025/26 Concerts in the Park

Recommended Action:

Accept donations from various entities totaling $7,800 for the 2025 Concerts in the Park series.

10. Approve a Deposit/Reimbursement Agreement with Murrieta Hot Springs Resort for On-Call Historical Preservation Consulting Services related to the Mills Act

Recommended Action:

Approve the Deposit/Reimbursement Agreement between the City of Murrieta and Murrieta Hot Springs Resort LP in connection with the agreements with Applied EarthWorks, Stantec, and SWCA for on-call historic preservation services required to undertake Mills Act obligations in connection with the Murrieta Hot Springs Resort;

Authorize the Mayor to execute the agreement; and

Upon agreement approval, all costs associated with these services will be funded by Murrieta Hot Springs Resort.

11. Cooperative Agreement for Hazardous Material Services between Murrieta Fire & Rescue and Corona Fire Department

Recommended Action:

Approve a Cooperative Agreement with the City of Corona for Hazardous Materials Responses; and

Authorize the City Manager to execute the Cooperative Agreement.

12. Agreement with J.P. Morgan for General Banking and Procurement Card Services

Recommended Action:

Approve a five year agreement for general banking and procurement card services provided by JPMorgan Chase Bank, N.A., with the option of two (2) one-year extensions; and

Authorize the City Manager to execute the agreement and all other necessary documents to implement banking products and services.

13. Agreement with Spicer Consulting Group for Community Facilities Districts Formation, Annual Administration, and Other Special Services

Recommended Action:

Approve an agreement with Spicer Consulting Group for Community Facilities Districts formation, annual administration, and other special services not to exceed $74,999;

Authorize the exemption from bidding requirements; and

Authorize the City Manager to execute the agreement.

14. Approve Agreement with ClearGov Inc. for Digital Budget Book, Capital Budgeting and Transparency Software

Recommended Action:

Amend the Fiscal Year 2025/26 Operating Budget and establish an additional appropriation of $1,250;

Approve a four year service agreement with ClearGov Inc. for the Digital Budget Book, Capital Budgeting and Transparency Software for a total amount not to exceed $186,751.17;

Waive the competitive bidding requirements; and

Authorize the City Manager, or his designee, to execute the ClearGov Service Order/Agreement.

15. Second Reading of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta

Recommended Action:

Conduct the second reading and adopt Ordinance No. 621-25, entitled*: An Ordinance of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No.2025-S (Safety Services) of the City of Murrieta Authorizing the Levy of Special Taxes.*

16. Second Reading of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta

Recommended Action:

Conduct the second reading and adopt Ordinance No. 622-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta Authorizing the Levy of Special Taxes.*

17. Acceptance of a Grant from the California Highway Patrol Cannabis Tax Fund via the California Highway Patrol Impaired Driving Section

Recommended Action:

Adopt Resolution No. 25-4881 entitled: *A Resolution of the City Council of the City of Murrieta, California, Authorizing Acceptance of Grant Funds in the Amount of $211,234.00 from the State of California Department of Highway Patrol and Authorizing the City Manager or Their Designee to Execute the Agreement on Behalf of the City*; and

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

18. Declaration that Emergency Conditions Persist in Connection with the Hayes Avenue Bridge at Miller Canyon Creek

Recommended Action:

Adopt Resolution No. 25-4882 entitled: *A Resolution of the City Council of the City of Murrieta, California, Declaring that Emergency Conditions Persist in Connection with the Hayes Avenue Bridge at Miller Canyon Creek* by a four/fifths vote.

19. First Amendment to the Agreement with Leighton Consulting, Inc. for On-Call Geotechnical Consulting Services

Recommended Action:

Approve the First Amendment to the Agreement with Leighton Consulting, Inc., to reflect the assignment of the agreement to Verdantas, Inc., following Verdantas' acquisition of Leighton; and

Authorize the City Manager to execute the amendment.

20. Construction Contract for the Los Alamos Road, Antelope Road, and Elm Street Pavement Rehabilitation Project, CIP No. 13047

Recommended Action:

Award the Construction Contract for the Los Alamos Road, Antelope Road, and Elm Street Pavement Rehabilitation Project, Capital Improvement Plan No. 13047, to R.J. Noble Company in the amount of $3,377,678.35;

Authorize a 15% construction contingency of $506,651.75;

Authorize the City Engineer to approve contract change orders not to exceed 15% of the contract amount;

Approve Reimbursement Agreements with Eastern Municipal Water District and Frontier Communications;

Amend the Fiscal Year 2025/26 Capital Improvement Plan and Operating Budget to include a revenue and expenditure appropriation of $56,262.50 in Reimbursement Agreement funds (Fund 319) available for use in Capital Improvement Plan No. 13047;

Amend the Fiscal Year 2025/26 Capital Improvement Plan Budget to transfer $2,870,565.95 of Road Repair and Accountability Act of 2017 funds (Fund 307) and $543,883.07 of Gas Tax funds (Fund 306) from Capital Improvement Plan No. 08043 and into Capital Improvement Plan No. 13047;

Amend the Fiscal Year 2025/26 Capital Improvement Plan Budget and appropriate $350,000 from the Road Repair and Accountability Act of 2017 (Fund 307) unassigned Fund Balance into Capital Improvement Plan No. 13047; and

Authorize the Mayor to execute the Construction Contract and the two Reimbursement Agreements.

PULLED CONSENT CALENDAR ITEMS

HEARINGS

21. Resolution of Necessity for Secondary Emergency Access

Recommended Action:

Conduct a Hearing; and

Adopt Resolution No. 25-4883 by at least a four-fifths vote for acquisition by Eminent Domain of certain real property entitled: *A Resolution of the City Council of the City of Murrieta, California, Declaring that Public Interest and Necessity Require Acquisition of Interests in a Portion of the Property known as Assessor's Parcel No. 949-130-050*.

DISCUSSION

22. Engineering Design Services for the Keller Road at I-215 Interchange Project, CIP No. 8449

Recommended Action:

Approve the Agreement for engineering design services for the Keller Road at I-215 Interchange, Capital Improvement Plan (CIP) No. 8449, with Mark Thomas & Company, Inc., in the amount of $1,837,160.59;

Authorize a 10% engineering design contingency of $183,716; and

Authorize the City Manager to execute the Agreement and any amendments to the Agreement not-to-exceed 10% of the contract amount.

23. Murrieta Children's Library Expansion Project Financing, Award of Construction Contract, Amendment of the Architect's Contract, and Authorization for Project Management Services

Recommended Action:

Amend the Fiscal Year 2025/26 Operating and Capital Improvement Plan budgets to provide an additional budget appropriation for Capital Improvement Project No. 21027 as detailed in the fiscal impact statement; and

Appropriate $3,500,000, from the Measure T Sustainability Reserve Account;

Adopt Resolution No. 25-4884 entitled: *A Resolution of the City Council of the City of Murrieta, California, to Approve an Interfund Loan up to $3,500,000, from the Measure T Fund to the Library Development Impact Fee Fund to Partially Fund the Children's Library Expansion Project (CIP 21027)*;

Approve a Second Amendment and Change Order to Purchase Order P03681, SVA Architects, Inc., in the amount of $55,603, for architectural design services and out-of-scope work;

Award the construction contract for the Murrieta Children's Library Expansion, Capital Improvement Project No. 21027, to the lowest responsible bidder, R.C. Construction, in the amount of $5,188,600, plus a 15% contingency; and

Authorize the Mayor to execute the agreements.

24. Approval of Agreements for Environmental Work for Los Alamos Sports Park Soccer Project

Recommended Action:

Amend the Fiscal Year 2025/26 Operating Budget by establishing an appropriation of $347,230 for contract services;

Approve an Amendment to the Agreement with Glenn Lukos Associates, Inc. in the amount of $163,120 for environmental analysis and permitting;

Approve an Agreement with RICK in the amount of $184,110 for environmental analysis and permitting;

Authorize the exemption from bidding requirements; and

Authorize the City Manager to execute both Agreements.

NOTIFICATIONS

Notice of Pending Approval of Final Tract Map - TR 38199

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

RECONSIDERATION

ADJOURNMENT

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. CS1.

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. CS2.

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. CS3.

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No.

CITY OF MURRIETA
City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 1.

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

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 2.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: Minutes

RECOMMENDATION

Approve the minutes of the July 15, 2025 Regular City Council meeting.

ATTACHMENTS

1. July 15, 2025 Regular City Council Minutes

CITY OF MURRIETA
Council Chambers
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Murrieta, CA 92562

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6:00 PM REGULAR MEETING

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Jon Levell
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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 HOUSING AUTHORITY (HA)
MURRIETA FINANCING AUTHORITY (FA)

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4:45 PM CLOSED SESSION

CALL TO ORDER 4:45 p.m.

ROLL CALL

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

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY None

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Clerk Cristal McDonald announced the following Closed Session items:

CLOSED SESSION

CS1. Conference with Real Property Negotiators
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, APN 903-080-041, 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.

CS2. Conference with Real Property Negotiators
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 a portion that certain real property known as 24712 Via Silva, Murrieta, CA 92562 with Koroush Khalighi and Parvin Khalighi, Trustees. The City's real property negotiators, the City Manager, Assistant City Manager, Economic Development Director, Public Works Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

CS3. Conference with Legal Counsel – Anticipated Litigation
The City Council will conduct a closed session, pursuant to Government Code Section 54956.9(d)(2), because there is significant exposure to litigation for one case.

CS4. Conference with Real Property Negotiators
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 located at the Northwest Corner of Linnel Lane and Whitewood Road, Murrieta, Riverside County, CA, at APN 392-290-048 with the California Department of Housing and Community Development and KNE Real Estate. The City's property negotiators, the City Manager, Assistant City Manager, Economic Development Director, and City Attorney will seek direction from the City Council regarding the price and terms of this property.

RECESS TO CLOSED SESSION 4:47 p.m.

6:00 PM REGULAR MEETING

CALL TO ORDER 6:02 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-CS4.

ROLL CALL

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

PLEDGE OF ALLEGIANCE Mayor Pro Tem Levell

INVOCATION Taryn Sturkey, The Rock Church

PRESENTATIONS

Champion for Murrieta: Ernie Sanchez

Public Comments:

Patrick Ellis: Spoke in support of Ernie Sanchez as a Champion for Murrieta.

APPROVAL OF AGENDA

Action: It was moved by Council Member Holliday, seconded by Mayor Pro Tem Levell, to approve the Agenda for July 15, 2025.

The motion carried by the following vote:

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

CITY MANAGER - ADMINISTRATIVE UPDATE

City Manager Justin Clifton provided verbal announcements.

GOVERNING BODY COMMISSION/COMMITTEE/BOARD REPORTS/ANNOUNCEMENTS

Council Member DeForest:	Deferred to the next City Council Meeting.
Council Member Stone:	Provided attendance/reported the following: • Legislative Workgroup Standing Subcommittee Provided Announcements to be made part of the City's record.
Council Member Holliday:	Provided attendance/reported the following: • Town Square Park & Amphitheater Ad-Hoc Subcommittee 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: • Town Square Park & Amphitheater Ad-Hoc Subcommittee Provided Announcements to be made part of the City's record.

PUBLIC COMMENTS (NON-AGENDA)

Denise Lanier:	Spoke on volunteer opportunities for Thrifting 4 Gifting and the Assistance League of Temecula Valley rebranding.
Aimee Edgeworth:	Spoke on the first locals-only art auction benefiting the Cultural Arts Center and the Murrieta train project.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 16

Action: It was moved by Council Member DeForest, seconded by Council Member Holliday to approve Consent Calendar Item Nos. 1-16 with the exception of Item Nos. 5 and 6 being continued to a future meeting and Item No. 12 being pulled for discussion by Mayor Warren.

Council Member Stone recused herself from Item No. 16 due to owning property within 1,000 feet of the project.

The motion carried by the following vote:

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

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

2. Minutes

Recommended Action:
Approve the minutes of the July 1, 2025, Regular City Council Meeting.

3. Check Register May 2025

Recommended Action:

Adopt the Resolution No. 25-4866 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the Month of May 2025.*

4. Monthly Investment Transaction Report for May 2025

Recommended Action:

Receive and file the Monthly Investment Transaction Report for May 2025.

5. Murrieta General Employees' Association Successor Memorandum of Understanding for the Period July 1, 2024, through June 30, 2027

Recommended Action:

Adopt Resolution No. 25-4867, entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving, Adopting and Implementing a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta General Employees' Association for the Period July 1, 2024, through June 30, 2027.*

Item No. 5 was continued to a future meeting.

6. Murrieta Supervisors' Association Successor Memorandum of Understanding for the Period July 1, 2024, through June 30, 2027

Recommended Action:

Adopt Resolution No. 25-4868 entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving, Adopting and Implementing a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta Supervisors' Association for the Period July 1, 2024, through June 30, 2027.*

Item No. 5 was continued to a future meeting.

7. Renewal of Cisco Meraki Software License and Support

Recommended Action:
Authorize the use of Cooperative Agreement 2018011-02 with Omni Partners to purchase Meraki Licenses and Support services for Fiscal Year 2025/26 and authorize SHI International Corp. to administer the agreement;

Authorize the use of the Cisco Master Agreement;

Approve the contract amount not to exceed $59,965.36, for Fiscal Year 2025/26; and an amount not to exceed $75,000, in Fiscal Year 2026/27; and

Authorize the City Manager to execute the use of the agreement, in a form approved by the City Attorney.

8. Approval of Fifth Amended and Restated Agreement for Animal Sheltering Services

Recommended Action:
Approve the fifth amended and restated agreement for the Southwest Communities Financing Authority for the City of Murrieta's portion of $442,782 for Fiscal Year 2025/26 which is 11% of the operating and animal sheltering service costs; and

Authorize the Mayor to execute the agreement.

9. Second Amendment to an Agreement with Western Riverside Council of Governments for Regional Food Recovery and Local Assistance Program

Recommended Action:

Approve the Second Amendment to the Agreement with Western Riverside Council of Governments in the amount of $56,438, and extend the agreement term by one year for services related to edible food recovery and local assistance for local commercial food generators in compliance with Senate Bill (SB) 1383 requirements; and

Authorize the City Manager to execute the Second Amendment, in a form as approved by the City Attorney.

10. Grant Award for Broadband Access and Computers – Murrieta Youth Center

Recommended Action:
Ratify the Consent Form between the City of Murrieta and the California Public Utilities Commission for Broadband Access Grant funding in an amount not to exceed $9,003;

Formally accept the grant award from the California Public Utilities Commission in the amount of $9,003;

Authorize the City Manager to execute all related documents; and

Amend the Fiscal Year (FY) 2025/26 Operating Budget to establish a Special Revenue Fund to allocate and track expenditures associated with the Broadband Access Grant.

11. Consideration of Second Reading to Adopt an Ordinance Approving A Development Agreement for Digital Billboards at Locations Approved by Relocation Agreement

Recommended Action:

Conduct the second reading and adopt Ordinance No. 620-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Approving the Development Agreement with Lamar Central Outdoor, LLC for the Relocation of Billboards Subject to a Relocation Agreement.*

13. Notice of Completion – Amphitheater Parking Lot & Entryway Monument Project, Capital Improvement Project No. 10041; and

Recommended Action:

Accept the public improvements for the Amphitheater Parking Lot & Entryway Monument Project, Capital Improvement Project No. 10041; and

Authorize the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City ordinances.

14. Notice of Completion – Tot Lot Phase 1 Improvements

Recommended Action:
Accept as complete the public improvements for the Tot Lot Phase 1 Improvement Project, Capital Improvement Project Nos. 22026, 22035, 22036, and 22038; and

Authorize the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City ordinances.

15. Agreement with Murrieta Valley Unified School District for School District to provide School Resource Officers and Police Service; and

Recommended Action:

Approve a three-year agreement with the Murrieta Valley Unified School District to provide School Resource Officers and Police Service; and

Authorize the Mayor to execute the agreement.

16. Engineering Design Services for the Line F Channel Project, CIP No. 13059

Recommended Action:
Approve the Agreement for engineering design services for Storm Drain Channel Line F, Capital Improvement Plan No. 13059, with JLC Engineering & Consulting, Inc. in the amount of $503,000;

Authorize a ten percent (10%) engineering design contingency of $50,300; and

Authorize the City Manager to execute the Agreement with JLC Engineering & Consulting, Inc. and amendments to the contract not to exceed ten percent (10%).

Council Member Stone recused herself from Item No. 16 due to owning property within 1,000 feet of the project.

PULLED CONSENT CALENDAR ITEMS

12. Increase Construction Contingency for Glen Arbor Dog Park Project

Staff report provided by Director of Municipal Services Brian Crawford.

Action: After discussion, it was moved by Council Member DeForest, seconded by Council Member Holliday to:

Amend the Fiscal Year 2025/26 Capital Improvement Plan to provide an additional budget appropriation for Capital Improvement Project No. 8273 in the amount of $92,427.70 using the Park Development Impact Fee Fund Unassigned Fund Balance; and

Approve the First Amendment to the Agreement with Voltaire Engineering, LLC, and authorize the City Manager to approve change orders to P04763 totaling no more than 25% of the original construction contract amount for Glen Arbor Dog Park, Capital Improvement Project 8273.

The motion carried by the following vote:

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

PUBLIC HEARINGS

17. Development Impact Fee Reduction for Certain Commercial Lodging Land Uses

Staff report and PowerPoint presentation provided by Economic Development Director Scott Agajanian.

The following topics were discussed:
- Tiered Development Impact Fee structure; and
- Rating categories.

The public hearing was opened at 6:47 p.m.

Public Testimony:

Patrick Ellis: Spoke in support of hotels coming to the City and noted the Murrieta Chamber and Explore Murrieta's support as well.

The public hearing was closed at 6:49 p.m.

Action: After discussion it was moved by Mayor Pro Tem Levell, seconded by Council

Member DeForest to conduct the Public Hearing;

Adopt Resolution No. 25-4869 entitled: *A Resolution of the City Council of the City of Murrieta, California, Amending Resolution No. 25-4827 to Create A Tiered Development Impact Fee for Commercial Lodging Land Uses Excluding Time Shares, Short-Term Vacation Rentals and Properties Under Fractional Ownership.*

The motion carried by the following vote:

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

18. Annexation No. 1 to Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta

Staff report and PowerPoint presentation provided by Finance Director Javier Carcamo, Development Services Director David Chantarangsu, Special Tax Consultant – Spicer Consulting Shane Spicer, and Bond Counsel – Stradling Nick Yeager.

The following topic was discussed:
- Annexation to CFD 2025-2;
- Rustic Meadows community;
- Special tax on parcels of residential property; and
- Annual escalator.

The public hearing was opened at 7:02 p.m.

Public Testimony: None

The public hearing was closed at 7:05 p.m.

Action: After discussion, it was moved by Mayor Pro Tem Levell, seconded by Council Member Holliday to:

Acting as the Legislative Body of Community Facilities District (CFD) No. 2025-2 (Maintenance Services), hold a public hearing regarding Annexation No. 1;

Adopt Resolution No. 25-4870 entitled: *A Resolution of the City Council of the City of Murrieta, Acting as the Legislative Body of Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, Annexing Territory to Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta and Calling Elections Therein (Annexation No. 1 - Rustic Meadows)*;

The motion carried by the following vote:

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

The City Clerk held the Election within CFD No. 2025-2 as directed by the City Council and stated that the ballot proposition had been approved by more than two-thirds of the votes cast for the CFD.

Action: It was moved by Council Member DeForest, seconded by Council Member Holliday to Adopt Resolution No. 25-4871 entitled: *A Resolution of the City Council of the City of Murrieta, Acting as the Legislative Body of Community Facilities District No. 2025-2 (Maintenance Services) Certifying Election Results of the July 15, 2025, Annexation and Special Tax Election (Annexation No. 1-Rustic Meadows).*

The motion carried by the following vote:

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

19. Annexation No. 2 to Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta

Staff report and PowerPoint presentation provided by Finance Director Javier Carcamo, Development Services Director David Chantarangsu, Special Tax Consultant – Spicer Consulting Shane Spicer, and Bond Counsel – Stradling Nick Yeager.

The following topic was discussed:
- Annexation to CFD 2025-2;
- Kensington Apartments;
- Special tax on parcels of residential property; and
- Annual escalator.

The public hearing was opened at 7:07 p.m.

Public Testimony: None

The public hearing was closed at 7:07 p.m.

Action: After discussion, it was moved by Council Member Holliday, seconded by Mayor Pro Tem Levell to conduct the Public Hearing;

Acting as the Legislative Body of Community Facilities District (CFD) No. 2025-2 (Maintenance Services), hold a public hearing regarding Annexation No. 2;

Adopt Resolution No. 25-4872 entitled: *A Resolution of the City Council of the City of Murrieta, Acting as the Legislative Body of Community Facilities District No. 2025-2 (Maintenance Services) Annexing Territory to Community Facilities District No. 2025-2 of the City of Murrieta (Maintenance Services) and Calling Elections Therein (Annexation No. 2 - Kensington Apartments)*;

The motion carried by the following vote:

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

The City Clerk held the Election within CFD No. 2025-2 as directed by the City Council and stated that the ballot proposition had been approved by more than two-thirds of the votes cast for the CFD.

Action: It was moved by Council Member Holliday, seconded by Council Member DeForest to Adopt Resolution No. 25-4873 entitled: *A Resolution of the City Council of the City of Murrieta, California, Acting as the Legislative Body of Community Facilities District No. 2025-2 (Maintenance Services) Certifying Election Results of the July 15, 2025, Annexation and Special Tax Election (Annexation No. 2 - Kensington Apartments)*.

The motion carried by the following vote:

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

20. Community Facilities District No. 2025-2 (Safety Services) of the City of Murrieta

Staff report and PowerPoint presentation provided by Finance Director Javier Carcamo, Development Services Director David Chantarangsu, Special Tax Consultant – Spicer Consulting Shane Spicer, and Bond Counsel – Stradling Nick Yeager.

The following topic was discussed:
- Formation of CFD for Public Safety Services;
- Special tax on parcels of residential property; and
- Annual escalator.

The public hearing was opened at 7:09 p.m.

Public Testimony: None

The public hearing was closed at 7:10 p.m.

Action: After discussion, it was moved by Mayor Pro Tem Levell, seconded by Council Member DeForest to conduct the Public Hearing regarding the formation of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta;

Adopt Resolution No. 25-4874 entitled: *A Resolution of the City Council of the City of Murrieta, California, Establishing Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta, Authorizing the Levy of a Special Tax Therein, Calling an Election and Approving and Authorizing Certain Actions Related Thereto*;

The motion carried by the following vote:

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

The City Clerk held the Election within CFD No. 2025-2 as directed by the City Council and stated that the ballot proposition had been approved by more than two-thirds of the votes cast for the CFD.

Action: It was moved by Mayor Pro Tem Levell, seconded by Council Member DeForest to Adopt Resolution No. 25-4875 entitled: *A Resolution of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta Certifying Election Results*; and

The motion carried by the following vote:

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

Action: It was moved by Council Member DeForest, seconded by Mayor Pro Tem Levell to Introduce Ordinance No. 621-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta Authorizing the Levy of Special Taxes*.

The motion carried by the following vote:

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

21. Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta

Staff report and PowerPoint presentation provided by Finance Director Javier Carcamo, Development Services Director David Chantarangsu, Special Tax Consultant – Spicer Consulting Shane Spicer, and Bond Counsel – Stradling Nick Yeager.

The following topic was discussed:
- Formation of CFD for Public Safety Services;
- Special tax on parcels of residential property; and
- Annual escalator.

The public hearing was opened at 7:13 p.m.

Public Testimony: None

The public hearing was closed at 7:14 p.m.

Action: After discussion, it was moved by Council Member Holliday, seconded by Council Member DeForest to conduct the Public Hearing regarding the formation of Community Facilities District (CFD) No. 2025-4 (Rustic Meadows) of the City of Murrieta;

Adopt Resolution No. 25-4876 entitled: *A Resolution of the City Council of the City of Murrieta, California, Establishing Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta, Authorizing the Levy of a Special Tax Therein, Calling an Election and Approving and Authorizing Certain Actions Related Thereto*;

Adopt Resolution No. 25-4877 entitled: *A Resolution of the City Council of the City of Murrieta, California, Acting as the Legislative Body of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta, Determining the Necessity to Incur Bonded Indebtedness in an Amount Not to Exceed $5,000,000, within the Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta and Calling an Election Therein*;

The motion carried by the following vote:

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

The City Clerk held the Election within CFD No. 2025-4 as directed by the City Council and stated that the ballot proposition had been approved by more than two-thirds of the votes cast for the CFD.

Action: It was moved by Council Member Holliday, seconded by Mayor Pro Tem Levell to Adopt Resolution No. 25-4878 entitled*: A Resolution of the City Council of*

the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta Certifying Election Results; and

The motion carried by the following vote:

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

Action: It was moved by Council Member DeForest, seconded by Mayor Pro Tem Levell to Introduce Ordinance No. 622-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta Authorizing the Levy of Special Taxes*.

The motion carried by the following vote:

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

DISCUSSION

13. Appointment to the Unscheduled Vacancy of the Planning Commission

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

Public Comments: None

Action:After discussion, it was moved by Council Member DeForest, seconded by Mayor Pro Tem Levell to appoint John Rose as Regular Member of the Planning Commission, term ending December 2028.

The motion carried by the following vote:

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

RECONSIDERATION None

COUNCIL MEMBER REQUESTS TO ADD OR WITHDRAW ITEMS TO FUTURE AGENDAS
None

ADJOURNMENT 7:24 p.m.

_____
Cristal McDonald, City Clerk

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
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 June 2025

RECOMMENDATION

Adopt Resolution No. 25-4879 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the Month of June 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 summarized amounts for payroll. Staff has 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 June 2025. In accordance with GCS § 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 June.

Payment Method	Record Number	Amount
Accounts Payable	Check No. 164762-165153 [1]	$5,415,780.07
ACH/Wires	Wire No. 09002103-09002165[2]	$11,740,826.26
Payroll	Pay Date - June 12, 2025	$2,044,859.66
Payroll	Pay Date - June 26, 2025	$1,830,255.19
Total June 2025 Payments		**$21,031,721.18**

[1] Checks voided: 164760, 164761, 164930, and 164931

[2]Due to the timing differences between assigning a wire number 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 May 2025: 09002117 and 09002120.

Wire transactions/numbers to be reported in the check register for July 2025: 09002124, 09002126, 09002129, 09002130, 09002132, 09002135, 09002137, 09002139, 09002141, 09002144, 09002145, 09002147, 09002149, 09002151, 09002163, and 09002164.

ATTACHMENTS

1. Resolution No. 25-4879

RESOLUTION NO. 25-4879

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, RATIFYING THE CONSOLIDATED CHECK REGISTER FOR THE MONTH OF JUNE 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 $21,031,721.18, which includes Accounts Payable $5,415,780.07 (Check Numbers 164762-165153), Payroll $3,875,114.85 (pay dates: June 12th and June 26th), and ACH/Wires $11,740,826.26 (Wire Numbers 09002103-09002165 excluding ACH/Wire numbers listed in Exhibit A, for the month of June 2025 is hereby approved.

PASSED AND ADOPTED this 19th day of August, 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. 25-4879 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 19th day of August, 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 JUNE 2025

Payment Method	Record Number	Amount
Accounts Payable	Check No. 164762-165153[1]	$5,415,780.07
ACH/Wires	Wire No. 09002103-09002165[2]	$11,740,826.26
Payroll	Pay Date - June 12, 2025	$2,044,859.66
Payroll	Pay Date - June 26, 2025	$1,830,255.19
Total June 2025 Payments		**$21,031,721.18**

[1]Checks voided: 164760, 164761, 164930, and 164931.

[2]Excluding Wire Nos. issued in May: 09002117 and 09002120, and in July: 09002124, 09002126, 09002129, 09002130, 09002132, 09002135, 09002137, 09002139, 09002141, 09002144, 09002145, 09002147, 09002149, 09002151, 09002163, and 09002164.

City of Murrieta
FEAP004 Consolidated Check Register by Bank
Detail
Check Dates Between Jun 1, 2025 and Jun 30, 2025
Bank(s): AP, EF - EF Checking Account
Status(es): IS - Issued
Check Type(s): HW - Hand Written

Bank ID: AP -

Check	Issue Date	Payee ID	Payee Name	Reference	2nd Ref	Cancel Date	Check Type	Doc Type	Status	Subsystem	Account		Check Amount
09002104	06/16/2025	V001040	U S Bank National Association	TABS2017AAUG2025			HW	CHK	IS	TR	6020000-10120	1,002,631.99	
													$1,002,631.99
09002105	06/16/2025	V001040	U S Bank National Association	TABS2017BAUG2025			HW	CHK	IS	TR	6020000-10120	1,293,418.76	
													$1,293,418.76
09002116	06/13/2025	V003959	TASC	TASC/2501120			HW	CHK	IS	TR	1100000-21255	13,350.92	
											1110000-21255	3,216.59	
											1510000-21255	4,076.08	
											1710000-21255	943.87	
											3060000-21255	650.68	
											3110000-21255	259.33	
											7010000-21255	40.85	
											7260000-21255	331.76	
													$22,870.08
09002118	06/01/2025	V005731	Golden Spring Capital LLC	ANNEX062025			HW	CHK	IS	TR	1101600-61560	1,169.25	
											1101600-61910	8,079.95	
											1101600-62000	4,624.60	
													$13,873.80
09002119	06/17/2025	V006001	NCRC Murrieta Senior Housing LP	NCRCJUNE253			HW	CHK	IS	TR	3230000-12270	1,500,000.00	
													$1,500,000.00
09002122	06/24/2025	V001040	U S Bank National Association	CFDTAXSS2JUNE25			HW	CHK	IS	TR	8110010-60520	4,482,353.15	
													$4,482,353.15
09002123	06/06/2025	V000444	The Gas Company	GAS8542MAY25			HW	CHK	IS	TR	1715144-64600	257.89	
													$257.89
09002125	06/05/2025	V000444	The Gas Company	GAS5447MAY25			HW	CHK	IS	TR	1715144-64600	175.41	
													$175.41
09002127	06/05/2025	V000444	The Gas Company	GAS5289MAY25			HW	CHK	IS	TR	1715144-64600	14.30	
													$14.30
09002128	06/05/2025	V000444	The Gas Company	GAS5294MAY25			HW	CHK	IS	TR	1715144-64600	156.33	
													$156.33
09002131	06/04/2025	V000444	The Gas Company	087 1992 05/25			HW	CHK	IS	TR	1513580-64600	28.03	
													$28.03
09002133	06/18/2025	V000444	The Gas Company	024 2900 05/25			HW	CHK	IS	TR	1513520-64600	122.90	
													$122.90
09002134	06/06/2025	V000444	The Gas Company	924 7000 05/25			HW	CHK	IS	TR	1513580-64600	111.74	
													$111.74
09002136	06/05/2025	V000444	The Gas Company	324 5200 05/25			HW	CHK	IS	TR	1513580-64600	77.91	
													$77.91
09002138	06/05/2025	V000444	The Gas Company	624 5200 05/25			HW	CHK	IS	TR	1513580-64600	14.30	
													$14.30
09002140	06/05/2025	V000444	The Gas Company	GAS4369JUN25			HW	CHK	IS	TR	3115900-64600	600.05	
													$600.05
09002142	06/05/2025	V000444	The Gas Company	679 6404 05/25			HW	CHK	IS	TR	1103120-64600	270.80	
													$270.80
09002143	06/05/2025	V000444	The Gas Company	686 1636 05/25			HW	CHK	IS	TR	1103120-64600	39.74	
													$39.74
09002146	06/05/2025	V000444	The Gas Company	GAS3990JUN25			HW	CHK	IS	TR	1106155-64600	719.96	
													$719.96
09002148	06/05/2025	V000444	The Gas Company	GAS3894JUN25			HW	CHK	IS	TR	1101600-64600	27.02	
													$27.02
09002150	06/06/2025	V000444	The Gas Company	GAS5700JUN25			HW	CHK	IS	TR	1106155-64600	33.35	
													$33.35
09002161	06/27/2025	V003959	TASC	2705/2501130			HW	CHK	IS	TR	1100000-21255	14,183.88	
											1110000-21255	3,484.59	
											1510000-21255	3,911.85	

										1710000-21255	1,431.81	
										3060000-21255	121.71	
										3110000-21255	1,146.65	
										7010000-21255	33.51	
										7260000-21255	367.85	
												$24,681.85
09002165	06/17/2025	V005731	Golden Spring Capital LLC	ANNEXADD62025		HW	CHK	IS	TR	1101600-61910	1,189.30	
												$1,189.30

Issued: 23 $8,343,668.66 **Issued: 23 $8,343,668.66**

AP - Total $8,343,668.66 **AP - Total $8,343,668.66**

Bank ID: EF - EF Checking Account

Check	Issue Date	Payee ID	Payee Name	Reference	2nd Ref	Cancel Date	Check Type	Doc Type	Status	Subsystem	Account		Check Amount
09002103	06/03/2025	V003120	CalPERS	HEALTHJUN2025			HW	CHK	IS	TR			
													$749,585.53
09002106	06/05/2025	V003132	CalPERS Retirement (EF	PY2501110PERS			HW	CHK	IS	TR			
													$499,156.69
09002107	06/13/2025	V003121	Internal Revenue Service (EFT PY)	1010/2501120			HW	CHK	IS	TR	1100000-21570	25,310.97	
											1110000-21570	5,900.58	
											1510000-21570	8,464.09	
											1710000-21570	1,534.47	
											3060000-21570	916.57	
											3110000-21570	774.63	
											4110000-21570	236.61	
											7010000-21570	186.09	
											7260000-21570	806.99	
													$44,131.00
09002108	06/13/2025	V003121	Internal Revenue Service (EFT PY)	2010/2501120			HW	CHK	IS	TR	1100000-21460	25,242.09	
											1110000-21460	5,599.45	
											1190000-21460	52.09	
											1510000-21460	8,464.09	
											1710000-21460	1,534.47	
											3060000-21460	916.57	
											3110000-21460	774.63	
											3550000-21460	115.89	
											3580000-21460	209.16	
											4110000-21460	236.61	
											7010000-21460	186.09	
											7260000-21460	806.99	
													$44,138.13
09002109	06/13/2025	V003121	Internal Revenue Service (EFT PY)	2015/2501120			HW	CHK	IS	TR	1100000-21450	214,475.39	
											1110000-21450	45,827.75	
											1190000-21450	494.35	
											1510000-21450	85,506.24	
											1710000-21450	13,172.12	
											3060000-21450	8,731.27	
											3110000-21450	4,308.10	
											3550000-21450	341.09	
											3580000-21450	1,502.01	
											4110000-21450	3,696.98	
											7010000-21450	1,143.45	
											7260000-21450	6,526.55	
													$385,725.30
09002110	06/13/2025	V003124	State of CA - EDD (EFT PY)	2020/2501120			HW	CHK	IS	TR	1100000-21660	90,554.19	
											1110000-21660	20,840.58	
											1190000-21660	217.73	
											1510000-21660	35,260.60	
											1710000-21660	5,085.59	
											3060000-21660	3,481.36	
											3110000-21660	1,333.85	

									3550000-21660	206.80	
									3580000-21660	709.47	
									4110000-21660	1,347.17	
									7010000-21660	526.42	
									7260000-21660	2,856.55	
											$162,420.31
09002111	06/13/2025	V004808	Support Payment Clearinghouse	2810/2501120	HW	CHK	IS	TR	1100000-21480	23.12	
									1110000-21480	119.03	
											$142.15
09002112	06/13/2025	V003123	CA State Disbursement Unit (EFT PAY)	2805/2501120	HW	CHK	IS	TR	1100000-21480	1,488.15	
									1110000-21480	303.69	
									1190000-21480	24.21	
									1510000-21480	235.38	
									3580000-21480	107.17	
									7260000-21480	348.00	
											$2,506.60
09002113	06/13/2025	V003122	Nationwide Retirement Solutions(EFT PY)	1182/2501120	HW	CHK	IS	TR	1100000-21300	13,641.92	
									1110000-21300	1,887.60	
									1510000-21300	994.11	
									1710000-21300	938.00	
									3060000-21300	670.64	
									3110000-21300	773.68	
									7010000-21300	216.00	
									7260000-21300	411.21	
											$19,533.16
09002114	06/13/2025	V003122	Nationwide Retirement Solutions(EFT PY)	2182/2501120	HW	CHK	IS	TR	1100000-21360	130,038.26	
									1110000-21360	18,428.27	
									1190000-21360	164.38	
									1510000-21360	35,902.49	
									1710000-21360	2,294.91	
									3060000-21360	2,146.89	
									3110000-21360	1,748.68	
									3550000-21360	247.99	
									3580000-21360	796.02	
									4110000-21360	671.00	
									7010000-21360	216.00	
									7260000-21360	411.21	
											$193,066.10
09002115	06/13/2025	V005111	Nationwide (401A)	1183/2501120	HW	CHK	IS	TR	1100000-21301	966.50	
									1710000-21301	200.00	
											$1,166.50
09002121	06/16/2025	V001067	MissionSquare Retirement	RHSJULY2025MS	HW	CHK	IS	TR	1100000-13060	75,707.16	
									1110000-13060	1,350.86	
									1510000-13060	19,360.15	
									1710000-13060	2,408.93	
									3110000-13060	4,052.58	
									3220000-13060	168.86	
									6010000-13060	405.26	
									7260000-13060	2,701.72	
											$106,155.52
09002152	06/27/2025	V003121	Internal Revenue Service (EFT PY)	1010/2501130	HW	CHK	IS	TR	1100000-21570	20,814.04	
											$38,398.93
09002153	06/27/2025	V003121	Internal Revenue Service (EFT PY)	2010/2501130	HW	CHK	IS	TR	1100000-21460	21,045.11	
									1110000-21460	5,309.77	
									1190000-21460	18.12	
									1510000-21460	8,084.45	
									1710000-21460	1,461.81	
									3060000-21460	697.41	
									3110000-21460	820.45	
									3550000-21460	16.95	
									3580000-21460	63.67	
									4110000-21460	131.85	
									7010000-21460	163.56	
									7260000-21460	692.66	
											$38,505.81
09002154	06/27/2025	V003121	Internal Revenue Service (EFT PY)	2015/2501130	HW	CHK	IS	TR	1100000-21450	173,729.39	

										1110000-21450	40,836.11
										1190000-21450	95.07
										1510000-21450	76,708.77
										1710000-21450	8,835.23
										3060000-21450	4,752.19
										3110000-21450	4,947.78
										3550000-21450	180.34
										3580000-21450	379.40
										4110000-21450	1,420.79
										7010000-21450	936.80
										7260000-21450	4,637.35
											$317,459.22
09002155	06/27/2025	V003124	State of CA - EDD (EFT PY)	2020/2501130	HW	CHK	IS	TR	1100000-21660	74,380.86	
									1110000-21660	19,114.64	
									1190000-21660	39.00	
									1510000-21660	32,532.74	
									1710000-21660	3,643.73	
									3060000-21660	2,151.08	
									3110000-21660	1,566.66	
									3550000-21660	81.80	
									3580000-21660	158.32	
									4110000-21660	597.61	
									7010000-21660	414.31	
									7260000-21660	2,024.94	
											$136,705.69
09002156	06/27/2025	V004808	Support Payment Clearinghouse	2810/2501130	HW	CHK	IS	TR	1100000-21480	10.68	
									1110000-21480	131.47	
											$142.15
09002157	06/27/2025	V003123	CA State Disbursement Unit (EFT PAY)	2805/2501130	HW	CHK	IS	TR	1100000-21480	1,619.53	
									1110000-21480	303.69	
									1510000-21480	235.38	
									7260000-21480	348.00	
											$2,506.60
09002158	06/27/2025	V003122	Nationwide Retirement Solutions(EFT PY)	1182/2501130	HW	CHK	IS	TR	1100000-21300	11,175.89	
									1110000-21300	1,495.58	
									1510000-21300	883.02	
									1710000-21300	688.00	
									3060000-21300	540.00	
									3110000-21300	698.68	
									3580000-21300	75.00	
									7010000-21300	216.00	
									7260000-21300	211.21	
											$15,983.38
09002159	06/27/2025	V003122	Nationwide Retirement Solutions(EFT PY)	2182/2501130	HW	CHK	IS	TR	1100000-21360	71,037.18	
									1110000-21360	16,515.47	
									1190000-21360	47.92	
									1510000-21360	36,172.11	
									1710000-21360	2,294.91	
									3060000-21360	2,152.50	
									3110000-21360	1,673.68	
									3550000-21360	31.33	
									3580000-21360	113.50	
									4110000-21360	671.00	
									7010000-21360	216.00	
									7260000-21360	411.21	
											$131,336.81
09002160	06/27/2025	V005111	Nationwide (401A)	1183/2501130	HW	CHK	IS	TR	1100000-21301	566.50	
									1710000-21301	200.00	
											$766.50
09002162	06/27/2025	V003132	CalPERS Retirement (EF	PY2501120PERS	HW	CHK	IS	TR			
											$507,625.52

Issued: 22 $3,397,157.60 **Issued: 22 $3,397,157.60**

EF - EF Checking Account	Total	$3,397,157.60			EF - EF Checking Account	Total	$3,397,157.60
Issued:	45	$11,740,826.26			Issued:	45	$11,740,826.26
Summary	Total	$11,740,826.26			Summary	Total	$11,740,826.26

User Name: CITYHALL\MMatula

City of Murrieta
FEAP004 Consolidated Check Register by Bank
Detail
Check Dates Between Jun 1, 2025 and Jun 30, 2025
Bank(s):
Status(es): IS - Issued, RV - Reversed
Check Type(s): MW - Machine Written

Bank ID: AP -

Check	Issue Date	Payee ID	Payee Name	Reference	2nd Ref	Cancel Date	Check Type	Doc Type	Status	Subsystem	Account	Check Amount
00164762	06/03/2025	V000817	Rancho California Water District	3050742 03/25			MW	CHK	IS	OH	1715162-64660	138.41
				3050743 03/25			MW	CHK	IS	OH	1715162-64660	450.65
				3050743 04/25			MW	CHK	IS	OH	1715162-64660	445.56
				3052630 04/25			MW	CHK	IS	OH	1715162-64660	148.30
				3053454 03/25			MW	CHK	IS	OH	2000050-64660	138.41
				3053454 04/25			MW	CHK	IS	OH	2000050-64660	250.13
				3053858 03/25			MW	CHK	IS	OH	1715162-64660	212.71
				3053858 04/25			MW	CHK	IS	OH	1715162-64660	227.90
				3053860 03/25			MW	CHK	IS	OH	1715162-64660	212.71
				3053860 04/25			MW	CHK	IS	OH	1715162-64660	240.43
				3053861 03/25			MW	CHK	IS	OH	2000050-64660	214.50
				3053861 04/25			MW	CHK	IS	OH	2000050-64660	240.43
				3054001 03/25			MW	CHK	IS	OH	2000050-64660	138.41
				3054001 04/25			MW	CHK	IS	OH	2000050-64660	404.36
				3054002 03/25			MW	CHK	IS	OH	2000050-64660	79.94
				3054002 04/25			MW	CHK	IS	OH	2000050-64660	131.93
				3054127 03/25			MW	CHK	IS	OH	2000050-64660	138.41
				3054127 04/25			MW	CHK	IS	OH	2000050-64660	219.93
				3054385 03/25			MW	CHK	IS	OH	2000050-64660	51.12
				3054385 04/25			MW	CHK	IS	OH	2000050-64660	60.14
				3054398 03/25			MW	CHK	IS	OH	2000050-64660	138.41
				3054398 04/25			MW	CHK	IS	OH	2000050-64660	157.25
				3054472 03/25			MW	CHK	IS	OH	2000050-64660	54.70
				3054472 04/25			MW	CHK	IS	OH	2000050-64660	103.96
				3054473 03/25			MW	CHK	IS	OH	2000050-64660	51.12
				3054473 04/25			MW	CHK	IS	OH	2000050-64660	54.77
				3054475 03/25			MW	CHK	IS	OH	2140050-64660	76.36
				3054475 04/25			MW	CHK	IS	OH	2140050-64660	81.81
				3054525 03/25			MW	CHK	IS	OH	1880050-64660	198.34
				3054525 04/25			MW	CHK	IS	OH	1880050-64660	204.85
				3054526 03/25			MW	CHK	IS	OH	1880050-64660	172.42
				3054526 04/25			MW	CHK	IS	OH	1880050-64660	178.73
				3054527 03/25			MW	CHK	IS	OH	1880050-64660	168.84
				3054527 04/25			MW	CHK	IS	OH	1880050-64660	173.36
				3054528 03/25			MW	CHK	IS	OH	2000050-64660	138.41
				3054528 04/25			MW	CHK	IS	OH	2000050-64660	148.30
				3054529 03/25			MW	CHK	IS	OH	1880050-64660	142.42
				3054529 04/25			MW	CHK	IS	OH	1880050-64660	148.30
				3054530 03/25			MW	CHK	IS	OH	1880050-64660	138.41
				3054530 04/25			MW	CHK	IS	OH	1880050-64660	282.55
				3054531 03/25			MW	CHK	IS	OH	1880050-64660	138.41
				3054531 04/25			MW	CHK	IS	OH	1880050-64660	148.30
				3055105 03/25			MW	CHK	IS	OH	1880050-64660	165.26
				3055105 04/25			MW	CHK	IS	OH	1880050-64660	150.09
				3055106 03/25			MW	CHK	IS	OH	1880050-64660	138.41
				3055106 04/25			MW	CHK	IS	OH	1880050-64660	148.30
				3055136 03/25			MW	CHK	IS	OH	1715162-64660	259.70
				3055136 04/25			MW	CHK	IS	OH	1715162-64660	150.09
				3055164 03/25			MW	CHK	IS	OH	1715162-64660	106.35
				3055164 04/25			MW	CHK	IS	OH	1715162-64660	113.95
				3055177 03/25			MW	CHK	IS	OH	1715162-64660	138.41
				3055177 04/25			MW	CHK	IS	OH	1715162-64660	148.30
				3055178 03/25			MW	CHK	IS	OH	1715162-64660	38.18
				3055178 04/25			MW	CHK	IS	OH	1715162-64660	40.90

				3055696 03/25	MW	CHK	IS	OH	1715162-64660	212.71		
				3055696 04/25	MW	CHK	IS	OH	1715162-64660	245.70		
				3056096 03/25	MW	CHK	IS	OH	1715162-64660	381.35		
				3056096 04/25	MW	CHK	IS	OH	1715162-64660	408.59		
				3056101 03/25	MW	CHK	IS	OH	1715162-64660	212.71		
				3056101 04/25	MW	CHK	IS	OH	1715162-64660	331.72		
				3056244 03/25	MW	CHK	IS	OH	1715162-64660	219.87		
				3056244 04/25	MW	CHK	IS	OH	1715162-64660	238.64		
				3056245 03/25	MW	CHK	IS	OH	1715162-64660	212.71		
				3056245 04/25	MW	CHK	IS	OH	1715162-64660	328.90		
				3056247 03/25	MW	CHK	IS	OH	1715162-64660	152.73		
				3056247 04/25	MW	CHK	IS	OH	1715162-64660	166.20		
				3056248 03/25	MW	CHK	IS	OH	1715162-64660	436.84		
				3056248 04/25	MW	CHK	IS	OH	1715162-64660	804.18		
				3056249 03/25	MW	CHK	IS	OH	1715162-64660	392.09		
				3056249 04/25	MW	CHK	IS	OH	1715162-64660	632.34		
				3056257 03/25	MW	CHK	IS	OH	1715162-64660	106.35		
				3056257 04/25	MW	CHK	IS	OH	1715162-64660	113.95		
				3056260 03/25	MW	CHK	IS	OH	1715162-64660	387.07		
				3056260 04/25	MW	CHK	IS	OH	1715162-64660	416.78		
				3056261 03/25	MW	CHK	IS	OH	1715162-64660	138.41		
				3056261 04/25	MW	CHK	IS	OH	1715162-64660	148.30		
				3056501 03/25	MW	CHK	IS	OH	1715162-64660	212.71		
				3056501 04/25	MW	CHK	IS	OH	1715162-64660	333.21		
				3056811 03/25	MW	CHK	IS	OH	1715162-64660	51.12		
				3056811 04/25	MW	CHK	IS	OH	1715162-64660	54.77		
				3057635 03/25	MW	CHK	IS	OH	1715162-64660	51.12		
				3057635 04/25	MW	CHK	IS	OH	1715162-64660	54.77		
				3057636 03/25	MW	CHK	IS	OH	1800050-64660	212.71		
				3057636 04/25	MW	CHK	IS	OH	1800050-64660	227.90		
				3057647 03/25	MW	CHK	IS	OH	1715162-64660	393.88		
				3057647 04/25	MW	CHK	IS	OH	1715162-64660	408.59		
				3057650 03/25	MW	CHK	IS	OH	1715162-64660	635.71		
				3057650 04/25	MW	CHK	IS	OH	1715162-64660	751.82		
				3057651 03/25	MW	CHK	IS	OH	1715162-64660	381.35		
				3057651 04/25	MW	CHK	IS	OH	1715162-64660	408.59		
				3057652 03/25	MW	CHK	IS	OH	1860050-64660	369.15		
				3057652 04/25	MW	CHK	IS	OH	1715162-64660	364.89		
				3063320 03/25	MW	CHK	IS	OH	1715162-64660	15.51		
				3063320 04/25	MW	CHK	IS	OH	1715162-64660	16.62		
												$20,474.90
00164763	06/03/2025	V003131	Aflac	2232/2501100	MW	CHK	IS	OH	1100000-21720	2,189.46		
									1102600-53000	0.04		
									1110000-21720	849.59		
									1190000-21720	23.15		
									1510000-21720	415.78		
									1710000-21720	398.40		
									3060000-21720	170.30		
									3110000-21720	108.36		
									3550000-21720	6.74		
									7260000-21720	109.86		
				2234/2501100	MW	CHK	IS	OH	1100000-21720	907.62		
									1110000-21720	196.02		
									1190000-21720	1.38		
									1510000-21720	36.30		
									3060000-21720	36.24		
									3110000-21720	76.96		
									3580000-21720	9.82		
									7260000-21720	118.82		
												$5,654.84
00164764	06/03/2025	V000698	National Peace Officers & Firefighters	2250/2501100	MW	CHK	IS	OH	1510000-21720	72.00		
												$72.00
00164765	06/03/2025	V000773	Pre-Paid Legal Services Inc	2600/2501100	MW	CHK	IS	OH	1100000-21440	99.65		
									1110000-21440	51.80		
									1510000-21440	51.80		
									1710000-21440	79.75		

											$283.00
00164766	06/03/2025	V003638	U.S. Bank Trustee For PARS/ARS 6746022400	1401/2501100	MW	CHK	IS	OH	1100000-21600	25.08	
									1110000-21600	63.99	
									1710000-21600	120.87	
									3110000-21600	113.61	
				2401/2501100	MW	CHK	IS	OH	1100000-21600	119.66	
									1110000-21600	305.25	
									1710000-21600	576.97	
									3110000-21600	542.05	
											$1,867.48
00164767	06/03/2025	V005865	Washington State Council of Fire Fighters	1184/2501100	MW	CHK	IS	OH	1110000-21303	1,200.00	
									1510000-21303	4,700.00	
				2184/2501100	MW	CHK	IS	OH	1110000-21304	1,200.00	
									1510000-21304	7,251.94	
											$14,351.94
00164768	06/05/2025	V002747	Advantage Vending Services	032980	MW	CHK	IS	OH	1103120-60480	2,183.84	
											$2,183.84
00164769	06/05/2025	V000051	Affordable Automotive Repair Inc	97188	MW	CHK	IS	OH	1103120-62200	3,149.46	
				97238	MW	CHK	IS	OH	1103120-62200	617.84	
				97261	MW	CHK	IS	OH	1103120-62200	68.84	
				97271	MW	CHK	IS	OH	1103120-62200	345.27	
				97272	MW	CHK	IS	OH	1103120-62200	68.84	
				97279	MW	CHK	IS	OH	1103120-62200	314.98	
				97289	MW	CHK	IS	OH	1103120-62200	140.66	
				97295	MW	CHK	IS	OH	1103120-62200	599.27	
				97314	MW	CHK	IS	OH	1103120-62200	45.03	
				97323	MW	CHK	IS	OH	1103120-62200	22.52	
				97336	MW	CHK	IS	OH	1103120-62200	172.93	
											$5,545.64
00164770	06/05/2025	V003581	Airgas USA LLC	5517024493	MW	CHK	IS	OH	1513520-60480	197.66	
				5517024817	MW	CHK	IS	OH	1513520-60480	89.71	
				5517024950	MW	CHK	IS	OH	1513520-60480	135.59	
											$422.96
00164771	06/05/2025	V005378	Aleshire & Wynder LLP	95431	MW	CHK	IS	OH	1101200-60440	13,054.80	
				95432	MW	CHK	IS	OH	1101200-60440	963.20	
				95433	MW	CHK	IS	OH	7018100-60440	7,737.10	
				95434	MW	CHK	IS	OH	1101200-60440	24,196.70	
				95435	MW	CHK	IS	OH	1101200-60440	4,757.50	
				95436	MW	CHK	IS	OH	1101200-60440	4,338.30	
				95437	MW	CHK	IS	OH	1101200-60440	1,100.80	
				95438	MW	CHK	IS	OH	1101200-60440	11,268.70	
				95439	MW	CHK	IS	OH	1101200-60440	6,986.80	
				95440	MW	CHK	IS	OH	1101200-60440	68.80	
				95442	MW	CHK	IS	OH	7018100-60440	333.60	
				95443	MW	CHK	IS	OH	1101200-60440	6,181.20	
				95444	MW	CHK	IS	OH	1101200-60440	7,802.70	
				95445	MW	CHK	IS	OH	1101200-60440	7,330.00	
				95446	MW	CHK	IS	OH	1101200-60440	673.90	
				95447	MW	CHK	IS	OH	1101200-60440	3,474.40	
				95448	MW	CHK	IS	OH	1101200-60440	7,722.70	
				95449	MW	CHK	IS	OH	1101200-60440	30,970.20	
				95450	MW	CHK	IS	OH	1101200-60440	2,534.00	
				95451	MW	CHK	IS	OH	1101200-60440	969.60	
				95452	MW	CHK	IS	OH	1101200-60440	518.98	
				95453	MW	CHK	IS	OH	1101200-60440	5,352.59	
				95454	MW	CHK	IS	OH	1101200-60440	833.40	
											$149,169.97
00164772	06/05/2025	V000075	Allied Traffic & Eqt Rentals	96102	MW	CHK	IS	OH	1800050-61960	750.38	
				96252	MW	CHK	IS	OH	1800050-61960	3,099.38	
											$3,849.76
00164773	06/05/2025	V005037	ALTA Language Services Inc	IS787785	MW	CHK	IS	OH	1102200-63640	69.00	
											$69.00
00164774	06/05/2025	V000087	American Forensic Nurse Inc	79511	MW	CHK	IS	OH	1103120-60480	144.00	
				79512	MW	CHK	IS	OH	1103120-60480	216.00	
				79516	MW	CHK	IS	OH	1103120-60480	482.50	
											$842.50

00164775	06/05/2025	V004693	Cody Anderson	053025CA	MW	CHK	IS	OH	1513580-64360	248.25	
											$248.25
00164776	06/05/2025	V004833	Architerra Design Group	33864	MW	CHK	IS	OH	1104400-60480	14,059.25	
											$14,059.25
00164777	06/05/2025	V004795	AT&T	564260	MW	CHK	IS	OH	1103180-63400	145.00	
											$145.00
00164778	06/05/2025	V004318	Terri Aylward	053025TA	MW	CHK	IS	OH	1113520-64280	270.00	
											$270.00
00164779	06/05/2025	V000125	Christina Baca	CB0086	MW	CHK	IS	OH	1715144-63240	1,400.00	
				CB0087	MW	CHK	IS	OH	1715144-63240	919.80	
											$2,319.80
00164780	06/05/2025	V004305	Badge Frame Inc	382126	MW	CHK	IS	OH	1100000-20110	(4.81)	
									1103120-62440	59.81	
											$55.00
00164781	06/05/2025	V003953	Bank of America N.A.	BOFA 05/2025	MW	CHK	IS	OH	1101600-62520	151,377.25	
											$151,377.25
00164782	06/05/2025	V004980	Jennifer Barnett	052725JB	MW	CHK	IS	OH	1103130-64360	240.25	
											$240.25
00164783	06/05/2025	V003637	Brodart Co	B6969167	MW	CHK	IS	OH	3115900-62920	179.91	
				B6970169	MW	CHK	IS	OH	3115900-62920	393.99	
				B6971120	MW	CHK	IS	OH	3115900-62920	299.57	
				B6971777	MW	CHK	IS	OH	3115900-62920	107.47	
				B6973381	MW	CHK	IS	OH	3115900-62920	219.54	
				B6974980	MW	CHK	IS	OH	3115900-62920	77.11	
				B6976727	MW	CHK	IS	OH	3115900-62920	347.38	
											$1,624.97
00164784	06/05/2025	V000176	Busy Bee Electrical Enterprise	27496	MW	CHK	IS	OH	1715162-61960	135.00	
				27497	MW	CHK	IS	OH	1820050-61960	2,522.80	
				27502	MW	CHK	IS	OH	2160050-61960	373.48	
				27508	MW	CHK	IS	OH	2160050-61960	1,650.23	
				27510	MW	CHK	IS	OH	1810050-61960	1,000.00	
											$5,681.51
00164785	06/05/2025	V005939	Busy Bees Locks & Keys Inc	91169432	MW	CHK	IS	OH	2130050-61960	525.25	
											$525.25
00164786	06/05/2025	V004825	Charter Communications Operating LLC	188841201052125	MW	CHK	IS	OH	7268340-64480	22.87	
				188843901052125	MW	CHK	IS	OH	7268340-64480	1,299.00	
				188844101052125	MW	CHK	IS	OH	7268340-64480	96.81	
											$1,418.68
00164787	06/05/2025	V004663	CivicPlus LLC	335182	MW	CHK	IS	OH	7268340-62160	486.34	
											$486.34
00164788	06/05/2025	V002905	Matt Corelli	053025MC	MW	CHK	IS	OH	1513580-64360	248.25	
											$248.25
00164789	06/05/2025	V003621	Cosco Fire Protection	1000724116	MW	CHK	IS	OH	1106155-62000	440.00	
				1000724156	MW	CHK	IS	OH	1106155-62000	2,230.00	
				1000724164	MW	CHK	IS	OH	1106155-62000	340.00	
											$3,010.00
00164790	06/05/2025	V005507	County of Riverside	PU0000006097	MW	CHK	IS	OH	1103120-62680	246.24	
											$246.24
00164791	06/05/2025	V000843	County of Riverside Executive Office	INV-00325165	MW	CHK	IS	OH	1117500-70000	2,500.00	
											$2,500.00
00164792	06/05/2025	V005549	Crayon Software Experts LLC	3159569	MW	CHK	IS	OH	7268340-62160	50,155.79	
											$50,155.79
00164793	06/05/2025	V000337	Data Ticket Inc	178701	MW	CHK	IS	OH	1104140-60480	559.51	
											$559.51
00164794	06/05/2025	V003170	Department of Industrial Relations	E2170931SB	MW	CHK	IS	OH	1106155-61440	225.00	
											$225.00
00164795	06/05/2025	V002910	Jay Elliott	052725JE	MW	CHK	IS	OH	1103180-64360	20.14	
											$20.14
00164796	06/05/2025	V004127	Express Plumbing	I184195	MW	CHK	IS	OH	1715162-61960	190.00	
											$190.00
00164797	06/05/2025	V004399	Fast 5Xpress	00253	MW	CHK	IS	OH	1513540-62200	182.00	
											$182.00
00164798	06/05/2025	V000409	Federal Express Corporation	8-842-32246	MW	CHK	IS	OH	1103120-62680	29.99	
									1104400-62680	76.88	
				8-864-05516	MW	CHK	IS	OH	1103120-62680	354.56	
				8-871-51618	MW	CHK	IS	OH	1101400-62680	45.79	

									1103120-62680	35.24	
				8-878-51189	MW	CHK	IS	OH	1103120-62680	432.31	
											$974.77
00164799	06/05/2025	V004853	Forensic Nurses of SoCal Inc	2949	MW	CHK	IS	OH	1103180-60480	1,400.00	
				2950	MW	CHK	IS	OH	1103180-60480	1,400.00	
				2951	MW	CHK	IS	OH	1103180-60480	1,200.00	
											$4,000.00
00164800	06/05/2025	V002821	Frontier California Inc	188-0021 05/25	MW	CHK	IS	OH	1103130-64640	1,158.56	
				197-2049 05/25	MW	CHK	IS	OH	7268340-64480	1,040.00	
				304-1068 05/25	MW	CHK	IS	OH	7268340-64640	445.61	
				304-2849 05/25	MW	CHK	IS	OH	7268340-64640	76.46	
				304-9149 05/25	MW	CHK	IS	OH	7268340-64640	76.46	
				304-9549 05/25	MW	CHK	IS	OH	7268340-64640	72.09	
				600-2886 5/25	MW	CHK	IS	OH	7268340-64640	304.03	
				600-5836 5/25	MW	CHK	IS	OH	7268340-64640	222.36	
				600-9059 05/25	MW	CHK	IS	OH	7268340-64640	150.29	
				677-2428 05/25	MW	CHK	IS	OH	7268340-64480	318.88	
				696-8117 5/25	MW	CHK	IS	OH	7268340-64640	659.18	
				698-1286 5/25	MW	CHK	IS	OH	7268340-64640	90.61	
				698-4226 5/25	MW	CHK	IS	OH	7268340-64640	148.53	
				698-4507 5/25	MW	CHK	IS	OH	7268340-64640	148.53	
				698-6519 05/25	MW	CHK	IS	OH	7268340-64640	76.46	
				698-6529 4/25	MW	CHK	IS	OH	7268340-64640	423.07	
				698-6529 5/25	MW	CHK	IS	OH	7268340-64640	244.29	
				698-6746 5/25	MW	CHK	IS	OH	7268340-64640	290.23	
				698-8217 5/25	MW	CHK	IS	OH	7268340-64640	132.98	
				698-8977 5/25	MW	CHK	IS	OH	7268340-64640	182.90	
				894-2141 5/25	MW	CHK	IS	OH	7268340-64480	140.35	
											$6,401.87
00164801	06/05/2025	V000443	Gardner Company Inc	106775	MW	CHK	IS	OH	1715144-62000	580.00	
				106796	MW	CHK	IS	OH	1715144-62000	575.00	
				106797	MW	CHK	IS	OH	1715144-62000	575.00	
				106798	MW	CHK	IS	OH	1715144-62000	987.00	
				106864	MW	CHK	IS	OH	1715144-62000	550.00	
				106876	MW	CHK	IS	OH	1106155-62000	4,366.66	
				14733	MW	CHK	IS	OH	1715144-62000	1,650.00	
											$9,283.66
00164802	06/05/2025	V000837	Glenn A Rick Engineering & Development Co	0108051	MW	CHK	IS	OH	1106120-60600	840.00	
				0108054	MW	CHK	IS	OH	1106120-60360	11,760.00	
				0108055	MW	CHK	IS	OH	3027500-60360	12,280.00	
									3067500-60360	7,620.00	
				18099(36)	MW	CHK	IS	OH	5137500-60480	120.00	
											$32,620.00
00164803	06/05/2025	V004829	Golden Office Trailers	INV-00451739	MW	CHK	IS	OH	1715144-63240	2,089.46	
											$2,089.46
00164804	06/05/2025	V005527	GRC Associates	48-2505	MW	CHK	IS	OH	3410010-60480	2,310.00	
											$2,310.00
00164805	06/05/2025	V003934	Howroyd Wright Employment Agency Inc	01-7094947	MW	CHK	IS	OH	1102100-60480	212.80	
									1104600-60480	1,170.40	
											$1,383.20
00164806	06/05/2025	V005749	HR Green Pacific Inc	188036	MW	CHK	IS	OH	1106120-60600	4,728.75	
				188040	MW	CHK	IS	OH	1106120-60600	18,580.34	
											$23,309.09
00164807	06/05/2025	V004886	Industrial Door Group Inc	25-081821	MW	CHK	IS	OH	1715120-62000	566.96	
				25-801822	MW	CHK	IS	OH	1715144-62000	141.74	
				25-801876	MW	CHK	IS	OH	1113580-62000	895.75	
											$1,604.45
00164808	06/05/2025	V003632	Ingram Library Services Inc	87340559	MW	CHK	IS	OH	3115900-62920	373.89	
				87646169	MW	CHK	IS	OH	3115900-62920	290.86	
				87783267	MW	CHK	IS	OH	3115900-62920	39.11	
											$703.86
00164809	06/05/2025	V005436	Inland Fleet Solutions Inc	9093	MW	CHK	IS	OH	1513540-62200	8,010.91	
				9224	MW	CHK	IS	OH	1513540-62200	321.55	
											$8,332.46
00164810	06/05/2025	V003868	Interwest Consulting Group Inc	1909887	MW	CHK	IS	OH	1104600-60480	7,505.00	
											$7,505.00

00164811	06/05/2025	V003433	JD Promotions	76749	MW	CHK	IS	OH	1102200-63760	255.08	
				76750	MW	CHK	IS	OH	1102200-63760	207.72	
				76752	MW	CHK	IS	OH	1102200-63760	251.46	
				76755	MW	CHK	IS	OH	1102200-63760	354.03	
				76757	MW	CHK	IS	OH	1102200-62440	771.56	
				76770	MW	CHK	IS	OH	1102200-62440	724.79	
				76772	MW	CHK	IS	OH	1102200-63760	352.31	
				76783	MW	CHK	IS	OH	1102200-63760	296.07	
				76784	MW	CHK	IS	OH	1102200-62440	426.09	
											$3,639.11
00164812	06/05/2025	V005316	JL Group LLC	24105JJ.2	MW	CHK	IS	OH	7018100-61880	4,371.48	
				25045EH.1	MW	CHK	IS	OH	7018100-60440	14,534.00	
											$18,905.48
00164813	06/05/2025	V005914	John Kizziar	1206	MW	CHK	IS	OH	1106155-61960	47,447.00	
											$47,447.00
00164814	06/05/2025	V004361	M Pino & Associates Inc	4529	MW	CHK	IS	OH	1103120-60480	4,774.00	
											$4,774.00
00164815	06/05/2025	V004682	Michael Baker International Inc	1233547	MW	CHK	IS	OH	3027500-60480	5,560.00	
				1246177	MW	CHK	IS	OH	1106120-60360	1,985.84	
				1246179	MW	CHK	IS	OH	1106120-60600	32,369.64	
				1247329	MW	CHK	IS	OH	5137500-60600	10,940.00	
				1249299	MW	CHK	IS	OH	5517500-60480	23,055.95	
											$73,911.43
00164816	06/05/2025	V005696	Monument Row	3291	MW	CHK	IS	OH	3167500-60480	5,327.50	
											$5,327.50
00164817	06/05/2025	V005555	Motivational Systems	400-308032	MW	CHK	IS	OH	3357500-60480	562.01	
											$562.01
00164818	06/05/2025	V004782	Napa Auto Parts	161431	MW	CHK	IS	OH	1513540-64040	114.12	
				163595	MW	CHK	IS	OH	3060060-64040	19.09	
											$133.21
00164819	06/05/2025	V004746	NV5 Inc	440817	MW	CHK	IS	OH	1117500-70000	6,757.50	
				446845	MW	CHK	IS	OH	1117500-70000	12,555.00	
											$19,312.50
00164820	06/05/2025	V004471	Omega Print	43378	MW	CHK	IS	OH	1715120-62720	228.38	
											$228.38
00164821	06/05/2025	V000727	Pacwest Air Filter LLC	149564-1	MW	CHK	IS	OH	1106155-64040	3,205.98	
											$3,205.98
00164822	06/05/2025	V003185	Brenda Partin	052725BP	MW	CHK	IS	OH	1103130-64360	94.78	
											$94.78
00164823	06/05/2025	V005535	PerkCity Inc	INV12625	MW	CHK	IS	OH	7018100-62440	11,625.00	
											$11,625.00
00164824	06/05/2025	V005418	Pitney Bowes Global Financial Services LLC	3107217833	MW	CHK	IS	OH	1101400-62680	102.03	
									1101600-62680	16.79	
									1102200-62680	18.62	
									1102400-62680	19.50	
									1102600-62680	625.75	
									1103120-62680	549.06	
									1104140-62680	287.56	
									1104400-62680	114.94	
									1104600-62680	24.41	
									1106120-62680	23.38	
									1513520-62680	163.53	
									1715120-62680	9.80	
									3115900-62680	1.80	
									7018100-62680	0.05	
									7268340-62680	0.05	
											$1,957.27
00164825	06/05/2025	V005291	Priority Building Services LLC	96218	MW	CHK	IS	OH	1715162-60480	200.00	
				96301	MW	CHK	IS	OH	1715120-62000	2,480.90	
									1715144-62000	5,316.80	
									2250050-62000	1,015.85	
				96616	MW	CHK	IS	OH	1106155-62000	5,574.52	
				96619	MW	CHK	IS	OH	1103120-62000	8,511.85	
				96621	MW	CHK	IS	OH	1106155-62000	3,386.00	
											$26,485.92
00164826	06/05/2025	V005186	Project TOUCH	31722-MAR	MW	CHK	IS	OH	3747500-60480	33,200.00	

											$33,200.00
00164827	06/05/2025	V002755	Prudential Overall Supply	132315096	MW	CHK	IS	OH	1715120-63800	56.61	
				132317581	MW	CHK	IS	OH	1106145-63800	76.25	
											$132.86
00164828	06/05/2025	V000790	Public Entity Risk Managment Auth	INV389	MW	CHK	IS	OH	7010000-12030	1,250,143.00	
											$1,250,143.00
00164829	06/05/2025	V004499	Quinn Company	NR18797	MW	CHK	IS	OH	1103120-62000	693.00	
											$693.00
00164830	06/05/2025	V000817	Rancho California Water District	3029390 05/25	MW	CHK	IS	OH	2120050-64660	566.81	
				3029988 05/25	MW	CHK	IS	OH	2120050-64660	87.15	
				3029989 05/25	MW	CHK	IS	OH	2120050-64660	87.15	
				3030152 05/25	MW	CHK	IS	OH	2120050-64660	58.23	
				3030153 05/25	MW	CHK	IS	OH	2120050-64660	57.70	
				3030340 05/25	MW	CHK	IS	OH	2040050-64660	102.30	
				3030341 05/25	MW	CHK	IS	OH	2040050-64660	67.15	
				3030353 05/25	MW	CHK	IS	OH	2040050-64660	102.30	
				3030509 05/25	MW	CHK	IS	OH	2040050-64660	102.30	
				3030624 05/25	MW	CHK	IS	OH	2120050-64660	37.70	
				3030927 05/25	MW	CHK	IS	OH	2120050-64660	37.70	
				3051218 05/25	MW	CHK	IS	OH	1106155-64660	54.77	
				3051224 05/25	MW	CHK	IS	OH	1106155-64660	112.15	
											$1,473.41
00164831	06/05/2025	V000840	Rightway Portable Toilets	412977	MW	CHK	IS	OH	1810050-61910	8.54	
				416120	MW	CHK	IS	OH	1810050-61910	283.09	
				421927	MW	CHK	IS	OH	1715162-61910	398.18	
				421928	MW	CHK	IS	OH	1715162-61910	398.18	
				421930	MW	CHK	IS	OH	1715162-61910	283.09	
				422071	MW	CHK	IS	OH	1715162-61910	5.97	
				422072	MW	CHK	IS	OH	1715162-61910	5.97	
				422073	MW	CHK	IS	OH	2120050-61910	8.48	
				424437	MW	CHK	IS	OH	1106155-62000	509.38	
											$1,900.88
00164832	06/05/2025	V005278	RMG Communications	2022	MW	CHK	IS	OH	1111600-62960	1,050.00	
											$1,050.00
00164833	06/05/2025	V005681	Roger Ortiz	25344	MW	CHK	IS	OH	1111600-62960	9,324.80	
											$9,324.80
00164834	06/05/2025	V005822	RWBID Construction Management LLC	169114	MW	CHK	IS	OH	1107500-70000	5,712.00	
									1127500-70000	1,224.00	
									3507500-70000	1,224.00	
											$8,160.00
00164835	06/05/2025	V004734	SC Fuels	IN-0000135550	MW	CHK	IS	OH	1103120-62220	6,844.75	
				IN-0000136212	MW	CHK	IS	OH	1103120-62220	3,610.29	
				IN-0000138946	MW	CHK	IS	OH	1103120-62220	5,791.20	
											$16,246.24
00164836	06/05/2025	V005424	SCG - Spicer Consulting Group LLC	1922	MW	CHK	IS	OH	1100000-24030	12,500.00	
				1923	MW	CHK	IS	OH	1100000-24030	5,000.00	
				1924	MW	CHK	IS	OH	1100000-24030	5,000.00	
				1925	MW	CHK	IS	OH	1100000-24030	6,250.00	
				1926	MW	CHK	IS	OH	1100000-24030	6,250.00	
											$35,000.00
00164837	06/05/2025	V004510	Sharp Rees Stealy Medical Group	102910	MW	CHK	IS	OH	1102200-63640	15.00	
											$15.00
00164838	06/05/2025	V005194	SHI International Corp	B19522749	MW	CHK	IS	OH	7268340-62160	14,383.92	
				B19805027	MW	CHK	IS	OH	7268340-62160	175.50	
											$14,559.42
00164839	06/05/2025	V000965	Shred-It	8010854426	MW	CHK	IS	OH	1103120-60480	397.55	
											$397.55
00164840	06/05/2025	V005054	South Coast Copy Systems	QT2760344	MW	CHK	IS	OH	7268340-60480	52.99	
				QT2760349	MW	CHK	IS	OH	7268340-60480	3,628.41	
											$3,681.40
00164841	06/05/2025	V000947	Southern CA Edison	9405736 05/25	MW	CHK	IS	OH	1715162-64520	683.25	
											$683.25
00164842	06/05/2025	V000946	Southern CA Edison Company	0245686 05/25	MW	CHK	IS	OH	1103120-64520	164.25	
				0502891 05/25	MW	CHK	IS	OH	1810050-64520	112.53	
									1820050-64520	318.61	
									1830050-64520	34.88	

									1840050-64520	53.12	
									1850050-64520	2.24	
									1860050-64520	38.42	
									1880050-64520	125.66	
									2000050-64520	323.86	
									2020050-64520	52.36	
									2030050-64520	3.72	
									2040050-64520	40.03	
									2050050-64520	7.31	
									2060050-64520	12.37	
									2070050-64520	6.23	
									2080050-64520	122.25	
									2090050-64520	21.52	
									2100050-64520	80.83	
									2110050-64520	6.77	
									2120050-64520	300.81	
									2130050-64520	253.07	
									2140050-64520	15.33	
									2150050-64520	38.96	
									2160050-64520	262.66	
									2170050-64520	45.37	
									2180050-64520	95.76	
									2190050-64520	432.93	
									2200050-64520	201.38	
									2210050-64520	291.04	
									2230050-64520	129.83	
									2240050-64520	19.73	
									2250050-64520	953.74	
									2260050-64520	3.27	
									2270050-64520	43.31	
									2280050-64520	29.90	
									2290050-64520	1.88	
				1085085 04/25	MW	CHK	IS	OH	1800050-64520	751.81	
				1266287 04/25	MW	CHK	IS	OH	1715144-64520	46.33	
				1266287 05/25	MW	CHK	IS	OH	1715144-64520	47.28	
				1358641 04/25	MW	CHK	IS	OH	1715162-64520	16.68	
				1358641 05/25	MW	CHK	IS	OH	1715162-64520	17.53	
				1391480 05/25	MW	CHK	IS	OH	1513580-64520	627.44	
				1512297 06/25	MW	CHK	IS	OH	3060060-64560	540.05	
				2306832 05/25	MW	CHK	IS	OH	1513520-64520	1,060.12	
									1513580-64520	1,060.12	
				2318653 05/25	MW	CHK	IS	OH	1513580-64520	977.81	
				2347349 05/25	MW	CHK	IS	OH	1513580-64520	1,339.14	
				2893221 05/25	MW	CHK	IS	OH	1106155-64520	1,092.34	
				5528026 04/25	MW	CHK	IS	OH	1715144-64520	1,555.32	
				5528026 05/25	MW	CHK	IS	OH	1715144-64520	1,830.80	
				5863785 04/25	MW	CHK	IS	OH	1715144-64520	2,482.31	
				7060397 05/25	MW	CHK	IS	OH	1103120-64520	5,373.05	
				8704186 5/25	MW	CHK	IS	OH	3115900-64520	9,164.54	
				9653204 04/25	MW	CHK	IS	OH	1840050-64520	15.10	
											$32,643.70
00164843	06/05/2025	V000952	Sparkletts	15848523 041125	MW	CHK	IS	OH	1715144-62440	190.26	
											$190.26
00164844	06/05/2025	V004901	Stryker Sales LLC	9209216103	MW	CHK	IS	OH	1513520-64175	1,191.90	
											$1,191.90
00164845	06/05/2025	V004901	Stryker Sales LLC	905536139	MW	CHK	IS	OH	1513520-62860	123,213.75	
											$123,213.75
00164846	06/05/2025	V000978	Superior Pavement Markings Inc	20462	MW	CHK	IS	OH	3020060-60680	19,538.79	
									3060060-60680	16,300.00	
											$35,838.79
00164847	06/05/2025	V004678	Supply Solutions	091582-01	MW	CHK	IS	OH	1103120-64040	56.29	
											$56.29
00164848	06/05/2025	V005514	Temecula Plantscape	5305	MW	CHK	IS	OH	1101600-63880	410.00	
											$410.00
00164849	06/05/2025	V005567	Tier 1 Investigations LLC	1198	MW	CHK	IS	OH	1102200-63640	1,960.00	
											$1,960.00

00164850	06/05/2025	V004736	TireHub LLC	50060182	MW	CHK	IS	OH	1103120-62200	1,055.71	
											$1,055.71
00164851	06/05/2025	V003151	Titan Tent and Event Rentals	50434	MW	CHK	IS	OH	1105000-63360	1,154.65	
											$1,154.65
00164852	06/05/2025	V004568	TransUnion Risk and Alternative Data Solutions Inc	913081-202505-1	MW	CHK	IS	OH	1103180-60480	804.50	
											$804.50
00164853	06/05/2025	V004983	Tyler Technologies Inc	025-499401	MW	CHK	IS	OH	1114400-60480	90,000.00	
											$90,000.00
00164854	06/05/2025	V001040	U S Bank National Association	US BANK 05/25	MW	CHK	IS	OH	1101000-62520	551.13	
									1101400-62520	9,325.52	
									1102100-62520	395.27	
									1102200-62520	2,341.79	
									1102400-62520	65.65	
									1102600-62520	598.47	
									1103120-62520	3,269.33	
									1103130-62520	6,450.53	
									1103160-62520	25,813.77	
									1103180-62520	37,261.38	
									1104100-62520	11,040.88	
									1104140-62520	490.95	
									1104400-62520	422.00	
									1104600-62520	1,401.24	
									1105000-62520	6,169.17	
									1106120-62520	1,822.06	
									1106145-62520	4,110.24	
									1513520-62520	11,620.74	
									1513580-62520	8,217.28	
									1513590-62520	108.72	
									1715120-62520	5,367.35	
									1715144-62520	9,733.69	
									3115900-62520	5,943.87	
									7268340-62520	1,771.29	
											$154,292.32
00164855	06/05/2025	V001040	U S Bank National Association	8693347712521	MW	CHK	IS	OH	1101600-62520	2,319.91	
				8693349042521	MW	CHK	IS	OH	1513520-62520	4,887.30	
				8693349122521	MW	CHK	IS	OH	1101600-62520	3,722.85	
											$10,930.06
00164856	06/05/2025	V001056	United Site Services of CA Inc	114-14036423	MW	CHK	IS	OH	1715162-61960	675.00	
											$675.00
00164857	06/05/2025	V002822	Verizon Wireless	6112133649	MW	CHK	IS	OH	1715120-64640	1,116.29	
				6112133653	MW	CHK	IS	OH	1104140-64640	669.50	
				6114256869	MW	CHK	IS	OH	1513520-64640	2,870.29	
				9947622209	MW	CHK	IS	OH	1102200-62800	70.96	
				9950059076	MW	CHK	IS	OH	1102200-62800	41.51	
				9952527915	MW	CHK	IS	OH	1102200-62800	41.51	
				9954999300	MW	CHK	IS	OH	1102200-62800	41.53	
				9957456173	MW	CHK	IS	OH	1102200-62800	481.70	
				9959943259	MW	CHK	IS	OH	1102200-62800	86.55	
				9962434104	MW	CHK	IS	OH	1102200-62800	86.53	
				9964942857	MW	CHK	IS	OH	1102200-62800	86.53	
				9967391870	MW	CHK	IS	OH	1102200-62800	86.53	
				9969819572	MW	CHK	IS	OH	1102200-62440	490.23	
				9972222390	MW	CHK	IS	OH	1102200-62440	81.55	
				9974632038	MW	CHK	IS	OH	1102200-62440	81.58	
				9977068399	MW	CHK	IS	OH	1102200-62440	81.59	
											$6,414.38
00164858	06/05/2025	V005960	Voltaire Engineering Inc.	25-00212.00-001	MW	CHK	IS	OH	1400000-20060	(5,713.87)	
									1407500-71150	115,092.78	
									3350000-20060	(6,190.03)	
									3357500-71150	122,985.22	
											$226,174.10
00164859	06/05/2025	V005417	Cindy Warren	WARRENVIGIL25	MW	CHK	IS	OH	1101000-64360	51.80	
											$51.80
00164860	06/05/2025	V001109	West Coast Arborists Inc	228888	MW	CHK	IS	OH	1820050-62040	710.70	
				229252	MW	CHK	IS	OH	2190050-62040	1,644.75	
				229253	MW	CHK	IS	OH	2080050-62040	3,842.15	

				229260	MW	CHK	IS	OH	2270050-62040	9,619.85	
				229261	MW	CHK	IS	OH	2130050-62040	355.25	
											$16,172.70
00164861	06/05/2025	V004333	West Coast Flooring Center	T928286	MW	CHK	IS	OH	1715120-62000	6,415.00	
											$6,415.00
00164862	06/05/2025	V001112	Western Audio Visual	20738	MW	CHK	IS	OH	7268340-60480	14,215.00	
											$14,215.00
00164863	06/05/2025	V004937	Wright Express FSC	104884151	MW	CHK	IS	OH	1106160-62220	3,767.91	
									1715120-62220	2,967.92	
											$6,735.83
00164864	06/12/2025	V000020	A T & T	000023554291	MW	CHK	IS	OH	7268340-64640	165.96	
				000023554293	MW	CHK	IS	OH	7268340-64640	165.96	
				000023556070	MW	CHK	IS	OH	7268340-64640	415.84	
											$747.76
00164865	06/12/2025	V005114	Aardvark	INV2500330	MW	CHK	IS	OH	1103160-63050	5,429.63	
											$5,429.63
00164866	06/12/2025	V005287	Accenture LLP	32390	MW	CHK	IS	OH	1106120-60640	26,880.00	
				32391	MW	CHK	IS	OH	1106120-60640	15,520.00	
				32392	MW	CHK	IS	OH	4316120-60640	10,480.00	
											$52,880.00
00164867	06/12/2025	V003559	Air Exchange Inc	91614052	MW	CHK	IS	OH	1513580-60480	3,374.65	
				91614059	MW	CHK	IS	OH	1513580-60480	1,167.25	
				91614227	MW	CHK	IS	OH	1513580-60480	635.99	
				91614620	MW	CHK	IS	OH	1513580-60480	1,937.75	
											$7,115.64
00164868	06/12/2025	V003581	Airgas USA LLC	5517024345	MW	CHK	IS	OH	1513520-60480	78.24	
				5517024649	MW	CHK	IS	OH	1513520-60480	296.83	
				9161475350	MW	CHK	IS	OH	1513520-60480	160.93	
											$536.00
00164869	06/12/2025	V000075	Allied Traffic & Eqt Rentals	96352	MW	CHK	IS	OH	3060060-64040	65.25	
				96378	MW	CHK	IS	OH	3060060-64040	81.56	
											$146.81
00164870	06/12/2025	V000093	American Towers LLC	4942020	MW	CHK	IS	OH	1513520-60480	1,367.05	
											$1,367.05
00164871	06/12/2025	V000102	Animal Friends of The Valleys Inc	JUNE 2025	MW	CHK	IS	OH	1101800-63480	10,000.00	
											$10,000.00
00164872	06/12/2025	V005191	AT&T Mobility	76X06102025	MW	CHK	IS	OH	1513520-64640	123.72	
											$123.72
00164873	06/12/2025	V000112	Blue Triton Brands Inc	05E8710352780	MW	CHK	IS	OH	1106145-62440	249.60	
											$249.60
00164874	06/12/2025	V004039	Blue Violet Networks LLC	78100	MW	CHK	IS	OH	7268340-60480	720.00	
											$720.00
00164875	06/12/2025	V004748	Bound Tree Medical	85792344	MW	CHK	IS	OH	1513520-64175	1,058.97	
											$1,058.97
00164876	06/12/2025	V005993	Brandon Chavez	060425BC	MW	CHK	IS	OH	1513580-64360	248.25	
											$248.25
00164877	06/12/2025	V003637	Brodart Co	B6981111	MW	CHK	IS	OH	3115900-62920	353.21	
				B6981125	MW	CHK	IS	OH	3115900-62920	316.09	
				B6982759	MW	CHK	IS	OH	3115900-62920	98.34	
				B6983624	MW	CHK	IS	OH	3115900-62920	136.70	
				B6984807	MW	CHK	IS	OH	3115900-62920	241.18	
				B6985341	MW	CHK	IS	OH	3115900-62920	268.33	
				B6986816	MW	CHK	IS	OH	3115900-62920	172.71	
				B6990358	MW	CHK	IS	OH	3115900-62920	604.79	
				B6990836	MW	CHK	IS	OH	3115900-62920	109.77	
				B6992341	MW	CHK	IS	OH	3115900-62920	161.64	
				B6995203	MW	CHK	IS	OH	3115900-62920	227.44	
											$2,690.20
00164878	06/12/2025	V005851	Joseph Calise	060425JC	MW	CHK	IS	OH	1103180-64320	154.25	
											$154.25
00164879	06/12/2025	V004677	Tina Cantrell	TC0525	MW	CHK	IS	OH	1715144-63240	681.80	
											$681.80
00164880	06/12/2025	V000233	Janet C Carbajal	BB52025	MW	CHK	IS	OH	1715144-63240	714.00	
				SS2025	MW	CHK	IS	OH	1715144-63240	420.00	
											$1,134.00
00164881	06/12/2025	V004427	CentralSquare Technologies LLC	430335	MW	CHK	IS	OH	1107500-60480	90.00	

				436405	MW	CHK	IS	OH	1107500-60480	180.00	
				436406	MW	CHK	IS	OH	1107500-60480	180.00	
				436411	MW	CHK	IS	OH	1107500-60480	2,340.00	
											$2,790.00
00164882	06/12/2025	V004663	CivicPlus LLC	324257	MW	CHK	IS	OH	7268340-60480	7,985.22	
				339088	MW	CHK	IS	OH	7268340-62160	2,297.03	
											$10,282.25
00164883	06/12/2025	V005258	CloudCompli Inc	6538	MW	CHK	IS	OH	4316120-60480	3,780.00	
											$3,780.00
00164884	06/12/2025	V005429	Code 3 Technology LLC	25-194	MW	CHK	IS	OH	7268340-60760	78,712.40	
											$78,712.40
00164885	06/12/2025	V005770	Comcast Financial Agency	241863398	MW	CHK	IS	OH	1103180-64480	742.59	
											$742.59
00164886	06/12/2025	V000280	Computer Alert Systems Inc	122895	MW	CHK	IS	OH	1106155-60480	1,640.85	
				123208	MW	CHK	IS	OH	1513520-62000	180.00	
									1513580-62000	180.00	
											$2,000.85
00164887	06/12/2025	V000843	County of Riverside Executive Office	2025-04MUR	MW	CHK	IS	OH	1101800-63480	76,083.00	
											$76,083.00
00164888	06/12/2025	V000314	Culligan of Ontario	1459953	MW	CHK	IS	OH	1513580-62000	56.24	
				1459954	MW	CHK	IS	OH	1513580-62000	58.26	
				1459955	MW	CHK	IS	OH	1513580-62000	58.26	
				1460171	MW	CHK	IS	OH	1513580-62000	46.64	
				1460172	MW	CHK	IS	OH	1513580-62000	46.64	
											$266.04
00164889	06/12/2025	V005467	D&W Consulting Inc	2025-2002	MW	CHK	IS	OH	1513590-60480	3,250.00	
											$3,250.00
00164890	06/12/2025	V005893	Deark E&C Inc	10041-5	MW	CHK	IS	OH	1110000-20060	(2,553.38)	
									1117500-70000	51,067.59	
									1120000-20060	(2,326.10)	
									1127500-70000	46,522.04	
									3060000-20060	(3,711.15)	
									3067500-70000	74,223.00	
									3740000-20060	(6,250.47)	
									3747500-70000	125,009.41	
											$281,980.94
00164891	06/12/2025	V003170	Department of Industrial Relations	E2170902	MW	CHK	IS	OH	1106145-61440	225.00	
											$225.00
00164892	06/12/2025	V000355	Dewey Pest Control	17423044	MW	CHK	IS	OH	1513580-62000	60.00	
				17449688	MW	CHK	IS	OH	1513580-62000	154.00	
				1746660	MW	CHK	IS	OH	1513580-62000	99.00	
											$313.00
00164893	06/12/2025	V004130	Dickerson McCulloch & Associates LLC	25-0506	MW	CHK	IS	OH	1102200-63640	850.00	
											$850.00
00164894	06/12/2025	V004802	Enterprise Fleet Management Inc	FBN5342199	MW	CHK	IS	OH	1106160-62200	1,287.89	
									1115120-61560	361.38	
									1115120-61920	7,514.80	
									1116160-61560	953.48	
									1116160-61920	9,110.46	
									1513520-61560	1,092.87	
									1513520-61920	4,936.72	
									1715120-62200	295.19	
											$25,552.79
00164895	06/12/2025	V000409	Federal Express Corporation	8-885-02040	MW	CHK	IS	OH	1103120-62680	31.90	
											$31.90
00164896	06/12/2025	V002821	Frontier California Inc	197-1049 6/25	MW	CHK	IS	OH	7268340-64480	1,090.00	
				197-3542 05/25	MW	CHK	IS	OH	7268340-64640	466.23	
				304-0470 05/25	MW	CHK	IS	OH	7268340-64640	90.61	
				304-9560 6/25	MW	CHK	IS	OH	7268340-64640	297.95	
				677-1670 05/25	MW	CHK	IS	OH	7268340-64640	90.61	
				677-5511 6/25	MW	CHK	IS	OH	7268340-64640	294.43	
				677-7289 05/25	MW	CHK	IS	OH	7268340-64640	315.10	
				696-3601 6/25	MW	CHK	IS	OH	7268340-64640	319.46	
				698-1451 6/25	MW	CHK	IS	OH	7268340-64640	148.53	
				9266050506 6/25	MW	CHK	IS	OH	7268340-64480	142.13	
				RTO-0069 05/25	MW	CHK	IS	OH	7268340-64640	57.34	

											$3,312.39
00164897	06/12/2025	V003823	Shigeko Gallagher	DG0525	MW	CHK	IS	OH	1715144-63240	1,407.00	
											$1,407.00
00164898	06/12/2025	V000446	GeoSoils Inc	80402	MW	CHK	IS	OH	1117500-70000	123.00	
											$123.00
00164899	06/12/2025	V000837	Glenn A Rick Engineering & Development Co	0107143	MW	CHK	IS	OH	1104400-60320	280.00	
				0107520	MW	CHK	IS	OH	1104400-60320	140.00	
				0107521	MW	CHK	IS	OH	1104400-60320	360.00	
				0107522	MW	CHK	IS	OH	1104400-60320	420.00	
				0107523	MW	CHK	IS	OH	1104400-60320	280.00	
				0108582	MW	CHK	IS	OH	1104400-60480	38,483.82	
				18099(37)	MW	CHK	IS	OH	5137500-60480	4,320.00	
											$44,283.82
00164900	06/12/2025	V005475	Erin Goff	060425EG	MW	CHK	IS	OH	1103130-64360	199.50	
											$199.50
00164901	06/12/2025	V000466	HdL Software LLC	SIN050263	MW	CHK	IS	OH	1102600-61200	110.56	
											$110.56
00164902	06/12/2025	V003584	Ryan Hollenweger	060425RH	MW	CHK	IS	OH	1103180-64320	240.25	
											$240.25
00164903	06/12/2025	V005228	ImageTrend LLC	PS-INV115297	MW	CHK	IS	OH	1513520-62860	21,424.00	
											$21,424.00
00164904	06/12/2025	V005813	Imperial Bag & Paper Co LLC	37831551	MW	CHK	IS	OH	1513580-64040	511.18	
											$511.18
00164905	06/12/2025	V003632	Ingram Library Services Inc	87918325	MW	CHK	IS	OH	3115900-62920	182.63	
				88011781	MW	CHK	IS	OH	3115900-62920	206.86	
				88134156	MW	CHK	IS	OH	3115900-62920	389.88	
				88516015	MW	CHK	IS	OH	3115900-62920	943.79	
											$1,723.16
00164906	06/12/2025	V005436	Inland Fleet Solutions Inc	9313	MW	CHK	IS	OH	1513540-62200	11,721.15	
											$11,721.15
00164907	06/12/2025	V005779	J. Harris Industrial Water Treatment Inc	2301503	MW	CHK	IS	OH	1113580-60800	141.40	
											$141.40
00164908	06/12/2025	V003433	JD Promotions	76759	MW	CHK	IS	OH	1102200-63760	180.95	
											$180.95
00164909	06/12/2025	V005994	Jeremy Spiker	060425JS	MW	CHK	IS	OH	1513580-64360	248.25	
											$248.25
00164910	06/12/2025	V000562	KC Graphics	6925CW	MW	CHK	IS	OH	1103120-62720	756.90	
											$756.90
00164911	06/12/2025	V004878	Reed Leitch	060425RL	MW	CHK	IS	OH	1103180-64360	326.25	
											$326.25
00164912	06/12/2025	V000600	Laurie Levine	0525-10041	MW	CHK	IS	OH	1127500-70000	1,400.00	
				0525-4270	MW	CHK	IS	OH	1337500-71150	900.00	
											$2,300.00
00164913	06/12/2025	V003847	LexisNexis Risk Solutions	1100145217	MW	CHK	IS	OH	1103180-62160	429.25	
											$429.25
00164914	06/12/2025	V000604	Life Assist Inc	1605073	MW	CHK	IS	OH	1513520-64175	1,144.69	
											$1,144.69
00164915	06/12/2025	V000606	Lloyd Pest Control	8832848	MW	CHK	IS	OH	1715144-62000	115.00	
				8841643	MW	CHK	IS	OH	1715162-62000	30.00	
				8841644	MW	CHK	IS	OH	1715144-62000	65.00	
				8852255	MW	CHK	IS	OH	1715144-62000	61.00	
				8856340	MW	CHK	IS	OH	1715144-62000	115.00	
											$386.00
00164916	06/12/2025	V000582	LN Curtis & Sons	INV949981	MW	CHK	IS	OH	1513580-64200	117.74	
											$117.74
00164917	06/12/2025	V000624	Laura C Maasberg	LM0525	MW	CHK	IS	OH	1715144-63240	224.00	
											$224.00
00164918	06/12/2025	V004682	Michael Baker International Inc	1249027	MW	CHK	IS	OH	1337500-60480	5,315.00	
									1337500-71150	8,635.00	
				1250090	MW	CHK	IS	OH	1106120-60360	3,930.48	
									1106120-60600	2,460.67	
				1250093	MW	CHK	IS	OH	1106120-60600	13,733.41	
											$34,074.56
00164919	06/12/2025	V005363	Amy Mitchell	060425AM	MW	CHK	IS	OH	1103180-64320	58.19	
											$58.19
00164920	06/12/2025	V005696	Monument Row	3435	MW	CHK	IS	OH	5137500-60360	283.08	

				3436	MW	CHK	IS	OH	1287500-60480	5,134.51	
											$5,417.59
00164921	06/12/2025	V004782	Napa Auto Parts	157203	MW	CHK	IS	OH	1513540-64040	77.52	
				160887	MW	CHK	IS	OH	1513540-64040	26.93	
				162145	MW	CHK	IS	OH	3060060-64040	8.53	
				163258	MW	CHK	IS	OH	1513540-64040	49.59	
				163401	MW	CHK	IS	OH	1513540-64040	104.01	
				164523	MW	CHK	IS	OH	1106160-62200	9.64	
				164617	MW	CHK	IS	OH	1103120-62200	13.14	
											$289.36
00164922	06/12/2025	V005131	Chris Nelson	060425CN	MW	CHK	IS	OH	1103180-64320	412.25	
											$412.25
00164923	06/12/2025	V005670	NetFIle Inc	10151	MW	CHK	IS	OH	1102400-60920	3,000.00	
											$3,000.00
00164924	06/12/2025	V004746	NV5 Inc	451372	MW	CHK	IS	OH	1117500-60480	7,905.00	
											$7,905.00
00164925	06/12/2025	V004471	Omega Print	43894	MW	CHK	IS	OH	1513590-62720	46.22	
				43948	MW	CHK	IS	OH	3115900-62720	76.13	
				44208	MW	CHK	IS	OH	1513520-62720	92.44	
				44534	MW	CHK	IS	OH	1106145-62440	152.25	
				44650	MW	CHK	IS	OH	1106145-62440	76.13	
											$443.17
00164926	06/12/2025	V000763	Gustavo A Poletti	GP0525	MW	CHK	IS	OH	1715144-63240	1,567.80	
											$1,567.80
00164927	06/12/2025	V005291	Priority Building Services LLC	96620	MW	CHK	IS	OH	1715120-62000	2,480.90	
									1715144-62000	5,316.80	
									2250050-62000	1,015.85	
											$8,813.55
00164928	06/12/2025	V002755	Prudential Overall Supply	132318733	MW	CHK	IS	OH	1106145-63800	95.40	
											$95.40
00164929	06/12/2025	V000815	Ramsey Backflow & Plumbing	88529	MW	CHK	IS	OH	1513580-62000	80.00	
											$80.00
00164932	06/12/2025	V000817	Rancho California Water District	3047339 05/25	MW	CHK	IS	OH	1715162-64660	1,454.00	
				3050742 05/25	MW	CHK	IS	OH	1715162-64660	252.18	
				3050743 05/25	MW	CHK	IS	OH	1715162-64660	488.95	
				3051051 05/25	MW	CHK	IS	OH	1880050-64660	227.90	
				3051253 05/25	MW	CHK	IS	OH	1860050-64660	242.66	
				3051254 05/25	MW	CHK	IS	OH	1715162-64660	653.18	
				3051255 05/25	MW	CHK	IS	OH	1860050-64660	236.10	
				3051257 05/25	MW	CHK	IS	OH	1860050-64660	227.90	
				3051915 05/25	MW	CHK	IS	OH	2030050-64660	153.22	
				3052098 05/25	MW	CHK	IS	OH	1715162-64660	809.53	
				3052099 05/25	MW	CHK	IS	OH	1715162-64660	642.78	
				3052100 05/25	MW	CHK	IS	OH	1830050-64660	175.15	
				3052101 05/25	MW	CHK	IS	OH	1830050-64660	770.59	
				3052102 05/25	MW	CHK	IS	OH	1715162-64660	465.94	
				3052468 05/25	MW	CHK	IS	OH	2180050-64660	280.04	
				3052616 05/25	MW	CHK	IS	OH	2180050-64660	54.77	
				3052617 05/25	MW	CHK	IS	OH	2180050-64660	815.23	
				3052630 05/25	MW	CHK	IS	OH	1715162-64660	166.71	
				3052826 05/25	MW	CHK	IS	OH	1830050-64660	124.67	
				3052913 05/25	MW	CHK	IS	OH	2000050-64660	383.31	
				3052914 05/25	MW	CHK	IS	OH	2000050-64660	578.38	
				3053123 05/25	MW	CHK	IS	OH	2000050-64660	928.60	
				3053190 05/25	MW	CHK	IS	OH	2000050-64660	129.33	
				3053191 05/25	MW	CHK	IS	OH	1715162-64660	412.93	
				3053303 05/25	MW	CHK	IS	OH	2000050-64660	777.70	
				3053453 05/25	MW	CHK	IS	OH	2000050-64660	713.15	
				3053454 05/25	MW	CHK	IS	OH	2000050-64660	511.25	
				3053858 05/25	MW	CHK	IS	OH	1715162-64660	1,115.08	
				3053859 05/25	MW	CHK	IS	OH	2000050-64660	247.59	
				3053860 05/25	MW	CHK	IS	OH	1715162-64660	568.30	
				3053861 05/25	MW	CHK	IS	OH	2000050-64660	669.27	
				3054001 05/25	MW	CHK	IS	OH	2000050-64660	905.11	
				3054002 05/25	MW	CHK	IS	OH	2000050-64660	331.40	
				3054127 05/25	MW	CHK	IS	OH	2000050-64660	533.44	

				3054385 05/25	MW	CHK	IS	OH	2000050-64660	103.35	
				3054398 05/25	MW	CHK	IS	OH	2000050-64660	640.25	
				3054472 05/25	MW	CHK	IS	OH	2000050-64660	162.37	
				3054473 05/25	MW	CHK	IS	OH	2000050-64660	75.54	
				3054475 05/25	MW	CHK	IS	OH	2140050-64660	102.96	
				3054525 05/25	MW	CHK	IS	OH	1880050-64660	244.67	
				3054526 05/25	MW	CHK	IS	OH	1880050-64660	748.50	
				3054527 05/25	MW	CHK	IS	OH	1880050-64660	871.53	
				3054528 05/25	MW	CHK	IS	OH	2000050-64660	189.79	
				3054529 05/25	MW	CHK	IS	OH	1880050-64660	184.88	
				3054530 05/25	MW	CHK	IS	OH	1880050-64660	734.86	
				3054531 05/25	MW	CHK	IS	OH	1880050-64660	179.05	
				3055105 05/25	MW	CHK	IS	OH	1880050-64660	2,261.81	
				3055106 05/25	MW	CHK	IS	OH	1880050-64660	330.90	
				3055136 05/25	MW	CHK	IS	OH	1715162-64660	193.18	
				3055164 05/25	MW	CHK	IS	OH	1715162-64660	137.59	
				3055177 05/25	MW	CHK	IS	OH	1715162-64660	179.05	
				3055178 05/25	MW	CHK	IS	OH	1715162-64660	61.47	
				3055696 05/25	MW	CHK	IS	OH	1715162-64660	340.77	
				3056096 05/25	MW	CHK	IS	OH	1715162-64660	976.61	
				3056101 05/25	MW	CHK	IS	OH	1715162-64660	995.03	
				3056244 05/25	MW	CHK	IS	OH	1715162-64660	2,386.29	
				3056245 05/25	MW	CHK	IS	OH	1715162-64660	1,415.28	
				3056247 05/25	MW	CHK	IS	OH	1715162-64660	202.17	
				3056248 05/25	MW	CHK	IS	OH	1715162-64660	3,527.40	
				3056249 05/25	MW	CHK	IS	OH	1715162-64660	2,245.42	
				3056257 05/25	MW	CHK	IS	OH	1715162-64660	137.59	
				3056260 05/25	MW	CHK	IS	OH	1715162-64660	502.98	
				3056261 05/25	MW	CHK	IS	OH	1715162-64660	282.27	
				3056501 05/25	MW	CHK	IS	OH	1715162-64660	1,205.00	
				3056811 05/25	MW	CHK	IS	OH	1715162-64660	75.54	
				3057635 05/25	MW	CHK	IS	OH	1715162-64660	75.54	
				3057636 05/25	MW	CHK	IS	OH	1800050-64660	359.28	
				3057647 05/25	MW	CHK	IS	OH	1715162-64660	681.60	
				3057650 05/25	MW	CHK	IS	OH	1715162-64660	959.60	
				3057651 05/25	MW	CHK	IS	OH	1715162-64660	755.10	
				3057652 05/25	MW	CHK	IS	OH	1715162-64660	451.00	
				3063320 05/25	MW	CHK	IS	OH	1715162-64660	31.45	
											$42,054.01
00164933	06/12/2025	V005885	Renes Commercial Management	05-25	MW	CHK	IS	OH	1513580-62000	275.00	
											$275.00
00164934	06/12/2025	V000840	Rightway Portable Toilets	416117	MW	CHK	IS	OH	1715162-61910	398.18	
											$398.18
00164935	06/12/2025	V004530	Jamie-Lynn Robinett	HT-52025	MW	CHK	IS	OH	1715144-63240	392.00	
											$392.00
00164936	06/12/2025	V004680	RSD Alarms	48106	MW	CHK	IS	OH	1513580-62000	50.00	
				48107	MW	CHK	IS	OH	1513580-62000	50.00	
											$100.00
00164937	06/12/2025	V004734	SC Fuels	IN-0000134310	MW	CHK	IS	OH	1513520-62220	1,382.82	
				IN-0000134311	MW	CHK	IS	OH	1513520-62220	2,602.96	
				IN-0000139089	MW	CHK	IS	OH	1513520-62220	1,993.71	
											$5,979.49
00164938	06/12/2025	V004402	Brent Sforzini	060425BR	MW	CHK	IS	OH	1103180-64320	240.25	
				060425BS	MW	CHK	IS	OH	1103180-64320	240.25	
											$480.50
00164939	06/12/2025	V000965	Shred-It	8009262587	MW	CHK	IS	OH	1102400-60480	175.04	
									1513520-60480	74.00	
				8009262587A	MW	CHK	IS	OH	1102400-60480	175.04	
									1513520-60480	74.00	
				8009262587C	MW	CHK	IS	OH	1102400-60480	(175.04)	
									1513520-60480	(74.00)	
				8009562071	MW	CHK	IS	OH	1102400-60480	155.90	
				8009873388A	MW	CHK	IS	OH	1513520-60480	74.90	
				8010482763	MW	CHK	IS	OH	1102400-60480	505.81	
									1513520-60480	78.89	
											$1,064.54

00164940	06/12/2025	V000929	Signs By Tomorrow	INV-40637	MW	CHK	IS	OH	1513520-60880	51.51	
											$51.51
00164941	06/12/2025	V004938	SoCal Wax Shop Inc	78354	MW	CHK	IS	OH	1103120-62200	45.00	
											$45.00
00164942	06/12/2025	V000946	Southern CA Edison Company	0502992 04/25	MW	CHK	IS	OH	1715162-64520	10,735.71	
				0502992 05/25	MW	CHK	IS	OH	1715162-64520	10,169.05	
				2377011 04/25	MW	CHK	IS	OH	1715162-64520	22,061.44	
				2377011 05/25	MW	CHK	IS	OH	1715162-64520	21,205.53	
				3655074 06/25	MW	CHK	IS	OH	3060060-64560	93.14	
				3655074 06/25B	MW	CHK	IS	OH	3060060-64560	15.21	
				5863785 05/25	MW	CHK	IS	OH	1715144-64520	2,315.01	
				6718878 05/25	MW	CHK	IS	OH	1106150-64560	4,284.68	
									1810050-64560	1,513.77	
									1820050-64560	3,361.42	
									1830050-64560	306.55	
									1840050-64560	1,133.10	
									1850050-64560	307.48	
									1860050-64560	134.83	
									1880050-64560	528.93	
									1890050-64560	250.28	
									2000050-64560	484.11	
									2020050-64560	184.03	
									2030050-64560	20.27	
									2040050-64560	164.67	
									2050050-64560	131.75	
									2060050-64560	114.01	
									2070050-64560	114.25	
									2080050-64560	281.21	
									2090050-64560	62.21	
									2100050-64560	384.18	
									2110050-64560	241.82	
									2120050-64560	589.14	
									2130050-64560	187.45	
									2140050-64560	111.73	
									2150050-64560	17.19	
									2160050-64560	267.79	
									2170050-64560	85.66	
									2180050-64560	98.81	
									2190050-64560	187.45	
									2200050-64560	94.50	
									2210050-64560	307.03	
									2220050-64560	8.57	
									2230050-64560	135.32	
									2240050-64560	45.12	
									2250050-64560	80.70	
									2260050-64560	32.14	
									2270050-64560	72.15	
									2280050-64560	25.31	
									3060060-64560	16,067.56	
				9653204 05/25	MW	CHK	IS	OH	1840050-64520	16.13	
											$99,028.39
00164943	06/12/2025	V005585	Sports Saints	SS-12026	MW	CHK	IS	OH	1715144-63240	3,139.50	
											$3,139.50
00164944	06/12/2025	V004901	Stryker Sales LLC	9209292816	MW	CHK	IS	OH	1513520-64175	2,694.73	
											$2,694.73
00164945	06/12/2025	V004678	Supply Solutions	089798-01	MW	CHK	IS	OH	1715120-63920	147.56	
				090849	MW	CHK	IS	OH	1715120-63920	300.95	
				092104	MW	CHK	IS	OH	3115900-64000	459.93	
											$908.44
00164946	06/12/2025	V004009	T-Mobile USA Inc	9605488721	MW	CHK	IS	OH	1103180-63400	165.00	
				9606095149	MW	CHK	IS	OH	1103180-63400	165.00	
				9606095150	MW	CHK	IS	OH	1103180-63400	165.00	
											$495.00
00164947	06/12/2025	V004679	The Centre for Organization Effectiveness	TCFOE5148	MW	CHK	IS	OH	1101400-64360	8,775.00	
											$8,775.00
00164948	06/12/2025	V003441	The Counseling Team International	INV104705	MW	CHK	IS	OH	1103120-60480	19,200.00	

				INV104818	MW	CHK	IS	OH	1103120-60480	1,300.00	
											$20,500.00
00164949	06/12/2025	V004715	The Press Enterprise	0011724805	MW	CHK	IS	OH	1102400-60040	231.57	
				0011730986	MW	CHK	IS	OH	1102400-60040	192.57	
				0011730992	MW	CHK	IS	OH	1102400-60040	205.03	
				0011731747	MW	CHK	IS	OH	1102400-60040	149.58	
											$778.75
00164950	06/12/2025	V004209	Tour Murrieta	1085	MW	CHK	IS	OH	1104100-63120	6,000.00	
											$6,000.00
00164951	06/12/2025	V005032	Townsend Public Affairs	23537	MW	CHK	IS	OH	1101600-60480	10,500.00	
											$10,500.00
00164952	06/12/2025	V004548	TS Government Solutions	TS-15151	MW	CHK	IS	OH	1103120-62000	295.00	
											$295.00
00164953	06/12/2025	V001057	United Towing Services Inc	68650	MW	CHK	IS	OH	1103120-62200	81.25	
				68652	MW	CHK	IS	OH	1103120-62200	65.00	
				68660	MW	CHK	IS	OH	1103120-62200	65.00	
				68738	MW	CHK	IS	OH	1103120-62200	65.00	
											$276.25
00164954	06/12/2025	V004597	V&V Manufacturing Inc	62531	MW	CHK	IS	OH	1513580-62440	2,202.27	
											$2,202.27
00164955	06/12/2025	V005088	Eric Velazquez	060425ER	MW	CHK	IS	OH	1103180-64320	412.25	
				060425EV	MW	CHK	IS	OH	1103180-64320	412.25	
											$824.50
00164956	06/12/2025	V002822	Verizon Wireless	6112133657	MW	CHK	IS	OH	1102400-64640	40.04	
				6114640666	MW	CHK	IS	OH	1103120-64640	511.65	
				6114640669	MW	CHK	IS	OH	1106120-64640	142.75	
				6114640670	MW	CHK	IS	OH	1106145-64640	454.96	
									1106155-64640	206.80	
				6114640673	MW	CHK	IS	OH	1104100-63880	60.03	
				6114966587	MW	CHK	IS	OH	1103120-64640	5.55	
											$1,421.78
00164957	06/12/2025	V005641	Warren Anderson Ford	F05476	MW	CHK	IS	OH	1103120-71060	55,645.54	
				F05478	MW	CHK	IS	OH	1103120-71060	55,645.54	
				F05479	MW	CHK	IS	OH	1103120-71060	55,645.54	
				F05574	MW	CHK	IS	OH	1103120-71060	55,645.54	
											$222,582.16
00164958	06/12/2025	V001128	Willdan Financial Services	010-62266	MW	CHK	IS	OH	1800050-60480	2,721.02	
				010-62267	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	217.97	
									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	
											$11,304.36
00164959	06/12/2025	V005237	Hollis J Wood	HW0525	MW	CHK	IS	OH	1715144-63240	564.10	
											$564.10
00164960	06/12/2025	V005430	Debra L. Zelon McQuain	DM0425	MW	CHK	IS	OH	1715144-63240	372.40	
											$372.40
00164961	06/12/2025	V000066	Zertuche's Mother Lode Driving School	AGD-52025	MW	CHK	IS	OH	1715144-63240	32.00	
											$32.00
00164962	06/12/2025	V005319	Benefit Coordinators Corporation BCC	1030	MW	CHK	IS	OH	1100000-21520	2,284.06	
									1110000-21520	695.84	
									1510000-21520	1,243.70	
									1710000-21520	262.65	
									3060000-21520	115.77	
									3110000-21520	147.21	
									4110000-21520	14.46	
									7010000-21520	41.27	
									7260000-21520	158.26	
				1134	MW	CHK	IS	OH	1100000-21520	3,453.94	
									1110000-21520	716.68	
									1510000-21520	448.08	
									1710000-21520	440.27	
									3060000-21520	229.48	
									3110000-21520	298.00	
									4110000-21520	19.22	
									7010000-21520	76.10	
									7260000-21520	286.54	
				1140	MW	CHK	IS	OH	1100000-21520	1,777.08	
									1110000-21520	368.60	
									1510000-21520	214.27	
									1710000-21520	226.44	
									3060000-21520	118.02	
									3110000-21520	153.26	
									4110000-21520	9.88	
									7010000-21520	39.14	
									7260000-21520	147.37	
				1150	MW	CHK	IS	OH	1100000-21520	505.96	
									1110000-21520	154.14	
									1510000-21520	275.50	
									1710000-21520	58.19	
									3060000-21520	25.66	
									3110000-21520	32.61	
									4110000-21520	3.20	
									7010000-21520	9.14	
									7260000-21520	35.05	
				2237	MW	CHK	IS	OH	1100000-21510	1,247.90	
									1102600-53000	(0.35)	
									1110000-21510	311.60	
									1190000-21510	5.56	
									1510000-21510	286.64	
									1710000-21510	121.73	
									3060000-21510	41.56	
									3110000-21510	32.88	
									3550000-21510	3.42	
									3580000-21510	8.26	
									7010000-21510	5.50	
				2238	MW	CHK	IS	OH	1100000-21510	279.32	
									1102600-53000	0.31	
									1110000-21510	66.94	
									1190000-21510	0.57	
									1510000-21510	186.22	
									1710000-21510	118.78	
									3060000-21510	8.80	
									3110000-21510	18.98	
									3550000-21510	1.58	
									3580000-21510	2.14	
									7010000-21510	4.24	

				2239	MW	CHK	IS	OH	1100000-21510	31.32	
									1102600-53000	0.02	
									1110000-21510	2.47	
									1190000-21510	0.16	
									1510000-21510	10.86	
									3110000-21510	4.80	
									3550000-21510	0.17	
									3580000-21510	0.12	
									7010000-21510	1.60	
				2245	MW	CHK	IS	OH	1100000-21510	159.27	
									1102600-53000	0.36	
									1110000-21510	66.21	
									1190000-21510	0.40	
									1510000-21510	47.54	
									1710000-21510	9.44	
									3060000-21510	6.48	
									3110000-21510	2.42	
									3580000-21510	1.89	
									7010000-21510	1.74	
				2246	MW	CHK	IS	OH	1100000-21510	37.84	
									1102600-53000	(0.30)	
									1110000-21510	8.08	
									1190000-21510	0.03	
									1510000-21510	27.08	
									1710000-21510	3.48	
									3060000-21510	2.80	
									3110000-21510	1.34	
									3550000-21510	0.69	
									3580000-21510	0.68	
									7010000-21510	0.88	
				2247	MW	CHK	IS	OH	1100000-21510	4.72	
									1102600-53000	0.19	
									1510000-21510	1.70	
									3110000-21510	0.68	
									3550000-21510	0.04	
									3580000-21510	0.03	
									7010000-21510	0.34	
											$18,275.19
00164963	06/12/2025	V003095	County of Riverside	PE0000002551R	MW	CHK	IS	OH	1113520-60480	4,771.80	
											$4,771.80
00164964	06/12/2025	V001075	Darryl Vidal	042925AR	MW	CHK	IS	OH	1715144-63240	966.00	
				042925BR	MW	CHK	IS	OH	1715144-63240	273.00	
				050125AR	MW	CHK	IS	OH	1715144-63240	403.20	
				050125IR	MW	CHK	IS	OH	1715144-63240	938.00	
				050525SR	MW	CHK	IS	OH	1715144-63240	336.00	
											$2,916.20
00164965	06/19/2025	V005991	3-D Polymers Inc	81760	MW	CHK	IS	OH	1117500-71030	15,943.68	
											$15,943.68
00164966	06/19/2025	V005789	A Jump N Party Inc	61715	MW	CHK	IS	OH	1715144-63360	1,514.90	
											$1,514.90
00164967	06/19/2025	V000020	A T & T	000023594937	MW	CHK	IS	OH	7268340-64640	0.30	
											$0.30
00164968	06/19/2025	V005287	Accenture LLP	32393	MW	CHK	IS	OH	1337500-70000	5,256.50	
									2197500-70000	1,275.00	
									2217500-60480	185.00	
									5767500-70000	188.50	
				32839	MW	CHK	IS	OH	1337500-70000	4,217.50	
									2197500-70000	332.50	
											$11,455.00
00164969	06/19/2025	V002747	Advantage Vending Services	033216	MW	CHK	IS	OH	1101600-62440	419.25	
											$419.25
00164970	06/19/2025	V004562	Allen Tel Products Inc	0335063-IN	MW	CHK	IS	OH	7268340-62080	258.00	
											$258.00
00164971	06/19/2025	V003799	Alliant Insurance Services	3113360	MW	CHK	IS	OH	1105000-63360	1,962.00	
				3119399	MW	CHK	IS	OH	1105000-63360	46.00	
											$2,008.00

00164972	06/19/2025	V000075	Allied Traffic & Eqt Rentals	96415	MW	CHK	IS	OH	3060060-64040	271.88	
				96455	MW	CHK	IS	OH	1105000-63360	37.50	
				96468	MW	CHK	IS	OH	3060060-64040	81.56	
											$390.94
00164973	06/19/2025	V005121	American Eagle Trophies	14078	MW	CHK	IS	OH	1513520-62440	97.88	
											$97.88
00164974	06/19/2025	V000102	Animal Friends of The Valleys Inc	AFVMAR25	MW	CHK	IS	OH	1100000-23350	343.80	
											$343.80
00164975	06/19/2025	V004594	Battery Systems Inc	36652506091618	MW	CHK	IS	OH	1513540-64040	397.71	
											$397.71
00164976	06/19/2025	T04027	Before The Transition Inc	87752533	MW	CHK	IS	OH	1710000-23060	400.00	
											$400.00
00164977	06/19/2025	V004748	Bound Tree Medical	85779698	MW	CHK	IS	OH	1513520-64175	621.03	
				85781387	MW	CHK	IS	OH	1513520-64175	705.98	
				85798161	MW	CHK	IS	OH	1513520-64175	2,467.52	
											$3,794.53
00164978	06/19/2025	V005537	Can Do Productions INC	62025	MW	CHK	IS	OH	1715144-63360	350.00	
											$350.00
00164979	06/19/2025	V005686	Carlsbad Golf Carts LLC	1678	MW	CHK	IS	OH	1105000-63360	1,322.63	
											$1,322.63
00164980	06/19/2025	V004972	Chandler Asset Management Inc.	2505MURRIETA	MW	CHK	IS	OH	1102600-61480	4,088.11	
									1180030-61480	3.64	
									1270060-61480	65.53	
									1280060-61480	269.67	
									1290060-61480	12.32	
									1300060-61480	53.06	
									1310060-61480	46.84	
									1320060-61480	56.39	
									1330060-61480	194.93	
									1340060-61480	163.27	
									1350060-61480	342.39	
									1360060-61480	111.47	
									1370060-61480	58.93	
									1380060-61480	342.27	
									1400060-61480	6.41	
									1410060-61480	8.35	
									1513520-61480	86.43	
									1715162-61480	40.31	
									2000050-61480	1.44	
									2020050-61480	2.25	
									2030050-61480	0.28	
									2040050-61480	3.62	
									2050050-61480	0.11	
									2060050-61480	1.93	
									2070050-61480	0.59	
									2080050-61480	4.28	
									2090050-61480	0.68	
									2120050-61480	39.64	
									2130050-61480	0.03	
									2140050-61480	1.00	
									2150050-61480	0.37	
									2160050-61480	11.56	
									2170050-61480	3.71	
									2180050-61480	2.59	
									2190050-61480	6.94	
									2200050-61480	5.98	
									2210050-61480	15.59	
									2220050-61480	0.21	
									2230050-61480	8.34	
									2240050-61480	0.12	
									2250050-61480	16.46	
									2260050-61480	0.79	
									2270050-61480	8.23	
									2280050-61480	0.47	
									2290050-61480	0.35	
									3020060-61480	373.22	

									3060060-61480	337.38	
									3070060-61480	175.76	
									3115900-61480	61.37	
									3160060-61480	131.69	
									3190060-61480	0.11	
									3220040-61480	30.43	
									3230040-61480	61.95	
									3360060-61480	24.31	
									3380010-61480	4.27	
									3410010-61480	0.01	
									3530050-61480	8.36	
									3613120-61480	0.02	
									3740010-61480	295.68	
									3770010-61480	0.50	
									4020030-61480	3.18	
									4110030-61480	4.82	
									4316120-61480	37.81	
									5020060-61480	4.99	
									5110040-61480	11.09	
									5130040-61480	57.55	
									5510060-61480	181.96	
									7156160-61480	33.94	
									7268340-61480	96.02	
									8100050-61480	15.78	
											$8,040.08
00164981	06/19/2025	V004772	Cintas First Aid	5273728306	MW	CHK	IS	OH	7018100-62440	581.38	
				5274189005	MW	CHK	IS	OH	7018100-62440	428.91	
				5274189006	MW	CHK	IS	OH	7018100-62440	208.65	
				5274189009	MW	CHK	IS	OH	7018100-62440	257.44	
											$1,476.38
00164982	06/19/2025	V000280	Computer Alert Systems Inc	122995	MW	CHK	IS	OH	1106155-60480	570.00	
				123013	MW	CHK	IS	OH	1715120-60480	300.00	
				123017	MW	CHK	IS	OH	1715120-60480	165.00	
				123101	MW	CHK	IS	OH	1715120-60480	90.00	
											$1,125.00
00164983	06/19/2025	V004754	Concentra Medical Centers	86946470	MW	CHK	IS	OH	1102200-63640	126.00	
				87023113	MW	CHK	IS	OH	1102200-63640	126.00	
											$252.00
00164984	06/19/2025	V004379	CoreLogic Solutions LLC	30782073	MW	CHK	IS	OH	7268340-63880	864.00	
											$864.00
00164985	06/19/2025	V003621	Cosco Fire Protection	1000725802	MW	CHK	IS	OH	1106155-62000	740.00	
				1000725804	MW	CHK	IS	OH	1106155-62000	440.00	
											$1,180.00
00164986	06/19/2025	V000845	County of Riverside Assessor-County Clerk-Recorder	25-155583	MW	CHK	IS	OH	1102600-60520	104.00	
											$104.00
00164987	06/19/2025	V003092	Crafco Inc	9403469450	MW	CHK	IS	OH	3060060-64040	4,251.88	
											$4,251.88
00164988	06/19/2025	V005821	Cumming Management Group Inc	170943	MW	CHK	IS	OH	1117500-70000	650.00	
				170944	MW	CHK	IS	OH	1337500-60480	4,760.00	
											$5,410.00
00164989	06/19/2025	V000337	Data Ticket Inc	179911	MW	CHK	IS	OH	1101800-60480	45.00	
											$45.00
00164990	06/19/2025	V000349	Dell Marketing Lp	10820146673	MW	CHK	IS	OH	7268340-60760	26,891.27	
											$26,891.27
00164991	06/19/2025	V003170	Department of Industrial Relations	E2170904SB	MW	CHK	IS	OH	1715144-62000	125.00	
											$125.00
00164992	06/19/2025	V005887	DT Stellar General Engineering	491583	MW	CHK	IS	OH	1105000-63360	1,955.00	
											$1,955.00
00164993	06/19/2025	V005513	Event Services LLC	061425CIOFMU-CS	MW	CHK	IS	OH	1105000-63360	509.00	
											$509.00
00164994	06/19/2025	V004127	Express Plumbing	I187106	MW	CHK	IS	OH	1113580-62000	2,950.00	
											$2,950.00
00164995	06/19/2025	V004399	Fast 5Xpress	00373	MW	CHK	IS	OH	1106160-62200	336.00	
											$336.00
00164996	06/19/2025	V000409	Federal Express Corporation	8-892-59337	MW	CHK	IS	OH	1101400-62680	12.60	
											$12.60

00164997	06/19/2025	V002821	Frontier California Inc	197-0631 6/25	MW	CHK	IS	OH	7268340-64480	232.38	
				197-0886 06/25	MW	CHK	IS	OH	1103120-64480	1,011.00	
				304-2854 6/25	MW	CHK	IS	OH	7268340-64640	150.29	
				461-4354 6/25	MW	CHK	IS	OH	7268340-64640	518.56	
				679-7612 6/25	MW	CHK	IS	OH	7268340-64640	224.12	
				698-1294 6/25	MW	CHK	IS	OH	7268340-64640	76.46	
				698-4403 6/25	MW	CHK	IS	OH	7268340-64640	72.09	
				698-6230 6/25	MW	CHK	IS	OH	7268340-64640	59.04	
				894-1564 6/25	MW	CHK	IS	OH	7268340-64640	90.61	
				894-6225 6/25	MW	CHK	IS	OH	7268340-64480	130.49	
											$2,565.04
00164998	06/19/2025	V000443	Gardner Company Inc	106895	MW	CHK	IS	OH	1513520-62000	1,225.00	
											$1,225.00
00164999	06/19/2025	V000446	GeoSoils Inc	80577	MW	CHK	IS	OH	1337500-71150	8,698.50	
				80578	MW	CHK	IS	OH	1337500-71150	668.00	
				80579	MW	CHK	IS	OH	1337500-71150	408.00	
											$9,774.50
00165000	06/19/2025	V000837	Glenn A Rick Engineering & Development Co	0107856	MW	CHK	IS	OH	1104400-60480	29,255.00	
											$29,255.00
00165001	06/19/2025	V004827	Heyday Records & Events	1340	MW	CHK	IS	OH	1105000-63360	1,650.00	
											$1,650.00
00165002	06/19/2025	V002923	Hinderliter de Llamas & Associates	SIN050782	MW	CHK	IS	OH	1102600-61200	93.56	
				SIN050860	MW	CHK	IS	OH	1102600-60480	300.00	
											$393.56
00165003	06/19/2025	V003934	Howroyd Wright Employment Agency Inc	01-7075855	MW	CHK	IS	OH	1102100-60480	212.80	
									1104600-60480	1,082.62	
				01-7099009	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	1,072.85	
									1104600-60480	936.32	
				01-7102356	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	1,397.20	
									1104600-60480	936.32	
				01-7106207	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	1,047.90	
									1104600-60480	936.32	
				01-7110535	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	1,047.90	
									1104600-60480	1,170.40	
											$10,691.83
00165004	06/19/2025	V005436	Inland Fleet Solutions Inc	8946	MW	CHK	IS	OH	1513540-62200	9,341.47	
				9278	MW	CHK	IS	OH	1513540-62200	1,268.52	
											$10,609.99
00165005	06/19/2025	V003433	JD Promotions	76785	MW	CHK	IS	OH	1102200-62440	578.18	
											$578.18
00165006	06/19/2025	V005301	Kingdom Cause Inc	2025-0400091	MW	CHK	IS	OH	1105100-60480	38,074.45	
											$38,074.45
00165007	06/19/2025	V005356	Legendary Events and Entertainment	COM76789	MW	CHK	IS	OH	1105000-63360	3,000.00	
											$3,000.00
00165008	06/19/2025	V000606	Lloyd Pest Control	8876024	MW	CHK	IS	OH	1715144-62000	65.00	
				8876025	MW	CHK	IS	OH	1715162-62000	30.00	
				8883194	MW	CHK	IS	OH	1106155-62000	46.00	
				8884110	MW	CHK	IS	OH	1106155-62000	95.00	
				8884123	MW	CHK	IS	OH	1106155-62000	150.00	
											$386.00
00165009	06/19/2025	V004682	Michael Baker International Inc	1251375	MW	CHK	IS	OH	1337500-60480	1,020.00	
									1337500-71150	5,915.00	
											$6,935.00
00165010	06/19/2025	V005837	Michael Sullivan & Associates LLP	1325978	MW	CHK	IS	OH	7018100-61860	1,935.50	
				1325979	MW	CHK	IS	OH	7018100-61860	324.50	
				1325980	MW	CHK	IS	OH	7018100-61860	413.00	
											$2,673.00
00165011	06/19/2025	V005831	Millsten Enterprises Inc	13792	MW	CHK	IS	OH	5760000-20060	(1,031.69)	
									5767500-70000	20,633.80	
											$19,602.11
00165012	06/19/2025	T03951	Mission Vista Academy	87998468	MW	CHK	IS	OH	1710000-23060	300.00	
											$300.00

00165013	06/19/2025	V005221	Misty's Creations	2025-381	MW	CHK	IS	OH	1105000-63360	846.00	
											$846.00
00165014	06/19/2025	V005209	Murrieta Automotive Company	95165	MW	CHK	IS	OH	1101600-60480	1,012.11	
											$1,012.11
00165015	06/19/2025	V005748	Murrieta Hot Springs Resort LP	APR25MHSR	MW	CHK	IS	OH	1101600-60015	43,805.55	
											$43,805.55
00165016	06/19/2025	V004885	National Safety Compliance Inc	101466	MW	CHK	IS	OH	7018100-62440	197.90	
											$197.90
00165017	06/19/2025	V004746	NV5 Inc	442697	MW	CHK	IS	OH	1117500-60480	20,117.50	
											$20,117.50
00165018	06/19/2025	V004471	Omega Print	44622	MW	CHK	IS	OH	1103120-62720	32.63	
				44631	MW	CHK	IS	OH	1103120-62720	32.63	
											$65.26
00165019	06/19/2025	V005465	Pencilbox LLC	2025045	MW	CHK	IS	OH	1105000-63360	1,450.00	
											$1,450.00
00165020	06/19/2025	V000753	Petes Road Serv Inc	25-0842389-00	MW	CHK	IS	OH	1513540-62200	2,296.58	
											$2,296.58
00165021	06/19/2025	V002935	Petty Cash c/o Claudia Vega	061225CV	MW	CHK	IS	OH	1103120-62440	189.84	
									1103120-62680	9.68	
									1103180-63400	24.55	
				061225CV2	MW	CHK	IS	OH	1103180-63400	560.00	
											$784.07
00165022	06/19/2025	V005291	Priority Building Services LLC	96617	MW	CHK	IS	OH	1513520-60480	775.22	
											$775.22
00165023	06/19/2025	V002755	Prudential Overall Supply	132319903	MW	CHK	IS	OH	1106145-63800	76.91	
											$76.91
00165024	06/19/2025	V004702	PV Capital Ventures LLC	SOL-10761-131	MW	CHK	IS	OH	1103120-64520	3,828.61	
				SOL-10761-132	MW	CHK	IS	OH	1103120-64520	4,188.82	
				SOL-10832-131	MW	CHK	IS	OH	1106155-64520	9,266.14	
				SOL-10832-132	MW	CHK	IS	OH	1106155-64520	9,312.24	
											$26,595.81
00165025	06/19/2025	V005919	ReNewell Fleet Service LLC	5973	MW	CHK	IS	OH	1513540-62200	545.77	
				5991	MW	CHK	IS	OH	1513540-62200	764.89	
											$1,310.66
00165026	06/19/2025	V000840	Rightway Portable Toilets	418987	MW	CHK	IS	OH	1715162-61910	565.09	
				418988	MW	CHK	IS	OH	1810050-61910	283.09	
				421929	MW	CHK	IS	OH	2120050-61910	565.09	
				425273	MW	CHK	IS	OH	1715162-61910	18.01	
				425274	MW	CHK	IS	OH	1715162-61910	25.56	
				425275	MW	CHK	IS	OH	1810050-61910	12.87	
											$1,469.71
00165027	06/19/2025	V000858	Riverside Co Habitat Conservation Agency	MAY25KRAT	MW	CHK	IS	OH	1100000-20040	9,335.00	
											$9,335.00
00165028	06/19/2025	V003516	Riverside Community College District	2025/1882	MW	CHK	IS	OH	1111600-64360	909.00	
											$909.00
00165029	06/19/2025	V004346	RJM Design Group Inc	36971	MW	CHK	IS	OH	1117500-60480	3,250.00	
				37034	MW	CHK	IS	OH	1127500-60480	650.00	
				37035	MW	CHK	IS	OH	1327500-60480	1,437.50	
				37064	MW	CHK	IS	OH	1127500-60480	2,500.00	
				37065	MW	CHK	IS	OH	1327500-60480	2,500.00	
											$10,337.50
00165030	06/19/2025	V005278	RMG Communications	2037	MW	CHK	IS	OH	1111600-62960	1,960.00	
											$1,960.00
00165031	06/19/2025	V005681	Roger Ortiz	25409	MW	CHK	IS	OH	1111600-62960	6,989.36	
											$6,989.36
00165032	06/19/2025	V004734	SC Fuels	IN-0000143393	MW	CHK	IS	OH	1103120-62220	6,579.66	
				IN-0000144256	MW	CHK	IS	OH	1513520-62220	1,581.35	
				IN-0000146980	MW	CHK	IS	OH	1513520-62220	2,568.87	
											$10,729.88
00165033	06/19/2025	V005194	SHI International Corp	B19298069	MW	CHK	IS	OH	7268340-62160	24.70	
				B19298724	MW	CHK	IS	OH	7268340-62160	24.70	
				B19378706	MW	CHK	IS	OH	7268340-62160	16.47	
				B19380796	MW	CHK	IS	OH	7268340-62160	16.47	
											$82.34
00165034	06/19/2025	V000965	Shred-It	8010548587	MW	CHK	IS	OH	1715120-62440	46.28	
				8010854490	MW	CHK	IS	OH	1715120-62440	23.79	

											$70.07
00165035	06/19/2025	V000944	South Coast AQMD	4552134	MW	CHK	IS	OH	1106155-61440	565.63	
				4555127	MW	CHK	IS	OH	1106145-61440	170.94	
											$736.57
00165036	06/19/2025	V000947	Southern CA Edison	7056640 06/25	MW	CHK	IS	OH	1715162-64520	29.00	
				9405736 06/25	MW	CHK	IS	OH	1715162-64520	727.79	
											$756.79
00165037	06/19/2025	V000946	Southern CA Edison Company	1085085 05/25	MW	CHK	IS	OH	1800050-64520	686.40	
				5585422 06/25	MW	CHK	IS	OH	1513580-64520	1,880.67	
											$2,567.07
00165038	06/19/2025	V000948	Southland Aquatic Management LLC	0525-102	MW	CHK	IS	OH	2120050-61960	135.00	
											$135.00
00165039	06/19/2025	V000194	State of California DOJ	821527	MW	CHK	IS	OH	1102200-63640	350.00	
											$350.00
00165040	06/19/2025	V000160	Sunshine Water Softeners and More	915580 06/25	MW	CHK	IS	OH	1513520-62000	49.50	
											$49.50
00165041	06/19/2025	V004009	T-Mobile USA Inc	9607594515	MW	CHK	IS	OH	1103180-63400	200.00	
				9607594516	MW	CHK	IS	OH	1103180-63400	115.00	
											$315.00
00165042	06/19/2025	V004009	T-Mobile USA Inc	994368353 05/25	MW	CHK	IS	OH	1513520-64640	965.65	
											$965.65
00165043	06/19/2025	V005638	The Alchemy Group Inc	MURRIETA-502025	MW	CHK	IS	OH	1101600-60480	5,000.00	
											$5,000.00
00165044	06/19/2025	V000759	The Pitney Bowes Reserve Account	MAY2025PITNEY	MW	CHK	IS	OH	1101400-62680	8.28	
									1102200-62680	59.24	
									1102600-62680	809.21	
									1103120-62680	412.08	
									1104140-62680	217.82	
									1104400-62680	255.89	
									1104600-62680	109.02	
									1513520-62680	574.20	
											$2,445.74
00165045	06/19/2025	V005988	TR Design Group Inc	4973	MW	CHK	IS	OH	1117500-70000	19,875.00	
				4998	MW	CHK	IS	OH	1117500-70000	17,003.50	
				4999	MW	CHK	IS	OH	1117500-70000	9,003.50	
				5007	MW	CHK	IS	OH	1117500-70000	19,382.00	
											$65,264.00
00165046	06/19/2025	V005242	Trilogy Medwaste West LLC	1715474	MW	CHK	IS	OH	1513520-60480	708.59	
											$708.59
00165047	06/19/2025	V002822	Verizon Wireless	6114640667	MW	CHK	IS	OH	1715120-64640	1,158.75	
				6114640668	MW	CHK	IS	OH	1104600-64640	212.74	
				6114640672	MW	CHK	IS	OH	1101000-64640	329.46	
				6115177640	MW	CHK	IS	OH	7268340-64480	100.11	
											$1,801.06
00165048	06/19/2025	V005641	Warren Anderson Ford	F05474	MW	CHK	IS	OH	1103120-71060	55,645.54	
				F05475	MW	CHK	IS	OH	1103120-71060	55,645.54	
				F05525	MW	CHK	IS	OH	1103120-71060	55,645.54	
				F05526	MW	CHK	IS	OH	1103120-71060	55,645.54	
											$222,582.16
00165049	06/19/2025	V005430	Debra L. Zelon McQuain	DM0525	MW	CHK	IS	OH	1715144-63240	224.70	
											$224.70
00165050	06/26/2025	V000020	A T & T	000023610422	MW	CHK	IS	OH	7268340-64640	165.80	
											$165.80
00165051	06/26/2025	V003672	AB Window Cleaning	1860	MW	CHK	IS	OH	1104100-62170	150.00	
											$150.00
00165052	06/26/2025	V002747	Advantage Vending Services	033222	MW	CHK	IS	OH	1101600-62440	120.00	
											$120.00
00165053	06/26/2025	V004420	AEP-California LLC	INV0037825	MW	CHK	IS	OH	1103120-71060	3,984.74	
											$3,984.74
00165054	06/26/2025	V000051	Affordable Automotive Repair Inc	96958	MW	CHK	IS	OH	1103120-62200	1,366.47	
				97009	MW	CHK	IS	OH	1103120-62200	81.76	
				97108	MW	CHK	IS	OH	1103120-62200	195.00	
				97173	MW	CHK	IS	OH	1103120-62200	127.50	
				97306	MW	CHK	IS	OH	1103120-62200	358.53	
				97332	MW	CHK	IS	OH	1103120-62200	37.52	
				97406	MW	CHK	IS	OH	1103120-62200	67.02	

				97411	MW	CHK	IS	OH	1103120-62200	596.99	
				97460	MW	CHK	IS	OH	1103120-62200	713.67	
				97465	MW	CHK	IS	OH	1103120-62200	839.35	
				97466	MW	CHK	IS	OH	1103120-62200	280.98	
				97472	MW	CHK	IS	OH	1103120-62200	1,222.46	
				97480	MW	CHK	IS	OH	1103120-62200	85.28	
				97493	MW	CHK	IS	OH	1103120-62200	249.69	
				97504	MW	CHK	IS	OH	1103120-62200	865.10	
				97514	MW	CHK	IS	OH	1103120-62200	1,048.26	
				97515	MW	CHK	IS	OH	1103120-62200	238.13	
				97518	MW	CHK	IS	OH	1103120-62200	571.64	
				97544	MW	CHK	IS	OH	1103120-62200	1,110.77	
				97546	MW	CHK	IS	OH	1103120-62200	260.37	
				97584	MW	CHK	IS	OH	1103120-62200	1,853.10	
				97585	MW	CHK	IS	OH	1103120-62200	607.40	
				97608	MW	CHK	IS	OH	1103120-62200	22.52	
				97609	MW	CHK	IS	OH	1103120-62200	335.10	
				97631	MW	CHK	IS	OH	1103120-62200	176.40	
				97633	MW	CHK	IS	OH	1103120-62200	22.52	
											$13,333.53
00165055	06/26/2025	V005616	Aimee EdgeWorth	P118	MW	CHK	IS	OH	3115900-60480	500.00	
				P119	MW	CHK	IS	OH	3115900-60480	200.00	
				P120	MW	CHK	IS	OH	3115900-60480	200.00	
											$900.00
00165056	06/26/2025	V003581	Airgas USA LLC	9162193652	MW	CHK	IS	OH	1513520-60480	145.58	
				9162193658	MW	CHK	IS	OH	1513520-60480	160.93	
											$306.51
00165057	06/26/2025	T04029	All Star Hospice Inc.	0167032	MW	CHK	IS	OH	3110000-23300	300.00	
											$300.00
00165058	06/26/2025	V000075	Allied Traffic & Eqt Rentals	96505	MW	CHK	IS	OH	3060060-64040	168.56	
				96506	MW	CHK	IS	OH	3060060-64040	358.88	
				96507	MW	CHK	IS	OH	3060060-64040	815.63	
				96519	MW	CHK	IS	OH	3060060-64040	1,138.07	
											$2,481.14
00165059	06/26/2025	V005491	Amazon Capital Services	16PN-9NRW-QPRR	MW	CHK	IS	OH	3570050-62920	(29.29)	
				19VX-DNM1-RLPD	MW	CHK	IS	OH	3570050-62920	(26.73)	
				1NLH-6MQP-PWD3	MW	CHK	IS	OH	3570050-62920	8,628.88	
				1TV7-LHWQ-MFF4	MW	CHK	IS	OH	3570050-62920	(17.40)	
											$8,555.46
00165060	06/26/2025	V005121	American Eagle Trophies	13821	MW	CHK	IS	OH	1513520-64080	76.13	
				13985	MW	CHK	IS	OH	1102400-62720	41.33	
											$117.46
00165061	06/26/2025	V000090	American Legal Publishing Corporation	42829	MW	CHK	IS	OH	1102400-60480	152.25	
				42936	MW	CHK	IS	OH	1102400-60480	4.24	
											$156.49
00165062	06/26/2025	V000449	B P Battery	24254	MW	CHK	IS	OH	1513520-60880	197.32	
											$197.32
00165063	06/26/2025	V004305	Badge Frame Inc	382146	MW	CHK	IS	OH	1100000-20110	(23.10)	
									1103120-62440	287.10	
											$264.00
00165064	06/26/2025	V005562	BAM Architecture Studio INC	22-140-001-34	MW	CHK	IS	OH	1127500-70000	4,335.08	
									3507500-70000	4,335.08	
											$8,670.16
00165065	06/26/2025	V005649	Bare Bees INC	1531	MW	CHK	IS	OH	1715162-61960	200.00	
				1532	MW	CHK	IS	OH	1715162-61960	200.00	
				1533	MW	CHK	IS	OH	1715162-61960	200.00	
				1538	MW	CHK	IS	OH	1715162-61960	200.00	
											$800.00
00165066	06/26/2025	V004594	Battery Systems Inc	36652506111440	MW	CHK	IS	OH	1106120-64040	4,572.24	
				36652506230803	MW	CHK	IS	OH	3060060-64040	1,244.25	
											$5,816.49
00165067	06/26/2025	V004357	Bibliotheca LLC	INV-US81018	MW	CHK	IS	OH	3115900-64000	914.17	
											$914.17
00165068	06/26/2025	V000147	Bio Tox Labs	47435	MW	CHK	IS	OH	1103120-60480	150.60	
				47436	MW	CHK	IS	OH	1103120-60480	3,740.57	
				47525	MW	CHK	IS	OH	1103120-60480	560.00	

											$4,451.17
00165069	06/26/2025	V004748	Bound Tree Medical	85813839	MW	CHK	IS	OH	1513520-64175	383.87	
				85818268	MW	CHK	IS	OH	1513520-64175	1,927.72	
											$2,311.59
00165070	06/26/2025	V005807	BPR Consulting Group	2931	MW	CHK	IS	OH	1104600-60480	960.33	
											$960.33
00165071	06/26/2025	V005875	Brandon Danley	B. DANLEY 6.18.2	MW	CHK	IS	OH	1104600-60880	17.38	
											$17.38
00165072	06/26/2025	V003637	Brodart Co	B7000561	MW	CHK	IS	OH	3115900-62920	714.71	
				B7001030	MW	CHK	IS	OH	3115900-62920	359.12	
											$1,073.83
00165073	06/26/2025	V005104	Bucknam Infrastructure Group	365-02.01	MW	CHK	IS	OH	3067500-60360	995.00	
				365-02.02	MW	CHK	IS	OH	3067500-60360	1,335.00	
											$2,330.00
00165074	06/26/2025	V000203	California Oaks Car Wash	1372	MW	CHK	IS	OH	1103120-62200	208.99	
				1373	MW	CHK	IS	OH	1103120-62200	222.02	
				1378	MW	CHK	IS	OH	1106160-62200	17.00	
				1379	MW	CHK	IS	OH	1106160-62200	32.21	
											$480.22
00165075	06/26/2025	V005492	Complete Office of California Inc	4238276-0	MW	CHK	IS	OH	7268340-64080	554.08	
											$554.08
00165076	06/26/2025	V005369	Corodata Records Management Inc	RS7074942	MW	CHK	IS	OH	1102400-60480	863.44	
				RS7081258	MW	CHK	IS	OH	1102400-60480	1,021.03	
											$1,884.47
00165077	06/26/2025	V005507	County of Riverside	PU0000006126	MW	CHK	IS	OH	1103120-62680	218.88	
											$218.88
00165078	06/26/2025	V003095	County of Riverside	PE0000002689	MW	CHK	IS	OH	1113520-60480	4,771.80	
											$4,771.80
00165079	06/26/2025	V002867	CR&R Incorporated	000003494	MW	CHK	IS	OH	1106145-60560	2,385.09	
									1800050-60560	11,191.57	
									4316120-60560	4,770.18	
											$18,346.84
00165080	06/26/2025	V005294	Crisp Imaging	618726	MW	CHK	IS	OH	4316120-62720	235.92	
											$235.92
00165081	06/26/2025	V000337	Data Ticket Inc	179898	MW	CHK	IS	OH	1104140-60480	709.88	
				180524	MW	CHK	IS	OH	1103120-60480	497.15	
											$1,207.03
00165082	06/26/2025	V000355	Dewey Pest Control	17456658	MW	CHK	IS	OH	1513580-62000	165.00	
				17456658A	MW	CHK	IS	OH	1513580-62000	165.00	
				17456658C	MW	CHK	IS	OH	1513580-62000	(165.00)	
											$165.00
00165083	06/26/2025	V005887	DT Stellar General Engineering	491585	MW	CHK	IS	OH	2000050-61910	780.00	
											$780.00
00165084	06/26/2025	V004251	Entenmann-Rovin Co	0186613-IN	MW	CHK	IS	OH	1103120-63800	14.00	
											$14.00
00165085	06/26/2025	V005776	Everlaw Inc	157241	MW	CHK	IS	OH	1100000-13060	25,000.00	
									1102400-62160	5,000.00	
											$30,000.00
00165086	06/26/2025	V000402	Excel Landscape Inc	111502	MW	CHK	IS	OH	1810050-62040	317.32	
				111503	MW	CHK	IS	OH	1830050-62040	538.78	
				111504	MW	CHK	IS	OH	1880050-62040	669.04	
				111505	MW	CHK	IS	OH	1880050-62040	372.86	
				111506	MW	CHK	IS	OH	1880050-62040	2,357.82	
				111509	MW	CHK	IS	OH	2080050-62040	5,096.62	
				111510	MW	CHK	IS	OH	2160050-62040	192.45	
				111511	MW	CHK	IS	OH	2200050-62040	3,232.39	
				111512	MW	CHK	IS	OH	2200050-62040	1,264.39	
				111513	MW	CHK	IS	OH	2210050-62040	96.35	
				111514	MW	CHK	IS	OH	2250050-62040	259.54	
				111515	MW	CHK	IS	OH	1810050-62040	738.46	
											$15,136.02
00165087	06/26/2025	V004399	Fast 5Xpress	00375	MW	CHK	IS	OH	1103120-62200	1,452.00	
											$1,452.00
00165088	06/26/2025	V004449	Fireworks America	23020	MW	CHK	IS	OH	1105000-63360	12,000.00	
											$12,000.00
00165089	06/26/2025	V002821	Frontier California Inc	461-2615 6/25	MW	CHK	IS	OH	7268340-64640	86.24	

				600-2886 6/25	MW	CHK	IS	OH	7268340-64640	304.03	
				600-5836 6/25	MW	CHK	IS	OH	7268340-64640	222.36	
				677-7095 6/25	MW	CHK	IS	OH	7268340-64640	76.46	
				698-1286 6/25	MW	CHK	IS	OH	7268340-64640	90.61	
				698-4226 6/25	MW	CHK	IS	OH	7268340-64640	148.53	
				698-6746 6/25	MW	CHK	IS	OH	7268340-64640	290.23	
				894-1899 6/25	MW	CHK	IS	OH	7268340-64480	336.36	
				894-5110 6/25	MW	CHK	IS	OH	7268340-64640	457.68	
											$2,012.50
00165090	06/26/2025	V003225	Geocon West Inc	725050421	MW	CHK	IS	OH	5517500-60480	15,605.00	
											$15,605.00
00165091	06/26/2025	V000446	GeoSoils Inc	80183	MW	CHK	IS	OH	3077500-60360	2,800.00	
				80393	MW	CHK	IS	OH	3077500-60360	3,083.50	
											$5,883.50
00165092	06/26/2025	V000837	Glenn A Rick Engineering & Development Co	0108360	MW	CHK	IS	OH	3077500-60480	3,103.70	
				0108895	MW	CHK	IS	OH	1104400-60320	280.00	
				0108898	MW	CHK	IS	OH	1106120-60360	15,440.00	
				0108976	MW	CHK	IS	OH	3027500-60360	15,600.00	
									3067500-60360	9,180.00	
				19728(20)	MW	CHK	IS	OH	1117500-60480	738.00	
				19728(21)	MW	CHK	IS	OH	1117500-60480	804.00	
											$45,145.70
00165093	06/26/2025	V005892	Global Equipment Company Inc	123315516	MW	CHK	IS	OH	1715162-71010	4,995.78	
											$4,995.78
00165094	06/26/2025	V004829	Golden Office Trailers	INV-00458441	MW	CHK	IS	OH	1715144-63240	2,089.46	
											$2,089.46
00165095	06/26/2025	V006000	Granicus LLC	203416	MW	CHK	IS	OH	1104400-60320	975.78	
											$975.78
00165096	06/26/2025	V005880	Hazzard Backflow Inc	43377	MW	CHK	IS	OH	1715120-61960	270.00	
				43378	MW	CHK	IS	OH	1715120-61960	1,080.00	
				43412	MW	CHK	IS	OH	1715120-61960	90.00	
											$1,440.00
00165097	06/26/2025	V005749	HR Green Pacific Inc	189139	MW	CHK	IS	OH	1106120-60600	997.50	
				189152	MW	CHK	IS	OH	1106120-60600	21,909.54	
											$22,907.04
00165098	06/26/2025	V003632	Ingram Library Services Inc	87930233	MW	CHK	IS	OH	3115900-62920	537.19	
				88256184	MW	CHK	IS	OH	3115900-62920	2,027.05	
				88290109	MW	CHK	IS	OH	3115900-62920	690.70	
				88407565	MW	CHK	IS	OH	3115900-62920	152.25	
				88407566	MW	CHK	IS	OH	3115900-62920	351.43	
				88493186	MW	CHK	IS	OH	3115900-62920	17.60	
				88552179	MW	CHK	IS	OH	3115900-62920	856.50	
				88634546	MW	CHK	IS	OH	3115900-62920	77.94	
											$4,710.66
00165099	06/26/2025	V005436	Inland Fleet Solutions Inc	9272	MW	CHK	IS	OH	1513540-62200	30,779.03	
											$30,779.03
00165100	06/26/2025	V003433	JD Promotions	76707	MW	CHK	IS	OH	1101000-64360	1,530.95	
											$1,530.95
00165101	06/26/2025	V005732	John Rodriguez	J. RODRIGUEZ	MW	CHK	IS	OH	1104600-60880	299.05	
											$299.05
00165102	06/26/2025	V004682	Michael Baker International Inc	1242164	MW	CHK	IS	OH	1287500-60360	13,520.00	
				1247330	MW	CHK	IS	OH	5517500-60480	18,024.00	
				1247606	MW	CHK	IS	OH	1287500-60360	16,265.00	
				1247757	MW	CHK	IS	OH	5137500-60480	2,475.00	
				1252070	MW	CHK	IS	OH	5517500-60480	12,290.64	
											$62,574.64
00165103	06/26/2025	T04030	Monamos Terrace LP	RFND1951	MW	CHK	IS	OH	8010000-23310	10,000.00	
											$10,000.00
00165104	06/26/2025	V005696	Monument Row	3433	MW	CHK	IS	OH	3167500-60480	630.00	
											$630.00
00165105	06/26/2025	V005996	Nicole Robles	061725NR	MW	CHK	IS	OH	1103130-64360	343.80	
											$343.80
00165106	06/26/2025	V004471	Omega Print	45088	MW	CHK	IS	OH	1106145-62440	76.13	
											$76.13
00165107	06/26/2025	V005291	Priority Building Services LLC	96618	MW	CHK	IS	OH	3115900-62000	5,315.76	
											$5,315.76

00165108	06/26/2025	V002755	Prudential Overall Supply	132311611	MW	CHK	IS	OH	1715120-63800	56.61	
				132316242	MW	CHK	IS	OH	1715120-63800	56.61	
				132317398	MW	CHK	IS	OH	1715120-63800	56.61	
				132318571	MW	CHK	IS	OH	1715120-63800	56.61	
				132319728	MW	CHK	IS	OH	1715120-63800	56.61	
				132321048	MW	CHK	IS	OH	1106145-63800	77.92	
											$360.97
00165109	06/26/2025	V005819	Rachel Charest-Bertram	0002154	MW	CHK	IS	OH	3115900-60480	800.00	
											$800.00
00165110	06/26/2025	V003887	Radeecal Inc	INV-3630	MW	CHK	IS	OH	1103120-62200	571.88	
				INV-3826	MW	CHK	IS	OH	1103120-62200	105.25	
				INV-4013	MW	CHK	IS	OH	1103120-62200	400.00	
											$1,077.13
00165111	06/26/2025	V000817	Rancho California Water District	3028416 06/25	MW	CHK	IS	OH	1715162-64660	165.49	
				3028630 06/25	MW	CHK	IS	OH	2120050-64660	665.50	
				3028642 06/25	MW	CHK	IS	OH	2120050-64660	142.85	
				3028810 06/25	MW	CHK	IS	OH	2120050-64660	239.49	
				3028891 06/25	MW	CHK	IS	OH	2120050-64660	178.52	
				3028894 06/25	MW	CHK	IS	OH	2120050-64660	319.85	
				3028895 06/25	MW	CHK	IS	OH	2120050-64660	174.44	
				3029150 06/25	MW	CHK	IS	OH	2120050-64660	125.59	
				3029151 06/25	MW	CHK	IS	OH	2120050-64660	130.74	
				3029152 06/25	MW	CHK	IS	OH	2120050-64660	151.88	
				3029153 06/25	MW	CHK	IS	OH	2120050-64660	2,454.10	
				3029389 06/25	MW	CHK	IS	OH	2120050-64660	124.73	
				3029390 06/25	MW	CHK	IS	OH	2120050-64660	421.98	
				3029391 06/25	MW	CHK	IS	OH	2120050-64660	184.53	
				3029527 06/25	MW	CHK	IS	OH	2120050-64660	145.67	
				3029528 06/25	MW	CHK	IS	OH	2120050-64660	85.42	
				3029700 06/25	MW	CHK	IS	OH	2120050-64660	144.66	
				3029701 06/25	MW	CHK	IS	OH	2120050-64660	27.44	
				3029831 06/25	MW	CHK	IS	OH	2120050-64660	50.11	
				3029988 06/25	MW	CHK	IS	OH	2120050-64660	93.04	
				3029989 06/25	MW	CHK	IS	OH	2120050-64660	87.36	
				3030152 06/25	MW	CHK	IS	OH	2120050-64660	71.17	
				3030153 06/25	MW	CHK	IS	OH	2120050-64660	855.05	
				3030340 06/25	MW	CHK	IS	OH	2040050-64660	115.11	
				3030341 06/25	MW	CHK	IS	OH	2040050-64660	207.70	
				3030353 06/25	MW	CHK	IS	OH	2040050-64660	144.77	
				3030509 06/25	MW	CHK	IS	OH	2040050-64660	120.74	
				3030624 06/25	MW	CHK	IS	OH	2120050-64660	110.00	
											$7,737.93
00165112	06/26/2025	V005885	Renes Commercial Management	2000	MW	CHK	IS	OH	1113580-62000	1,350.00	
											$1,350.00
00165113	06/26/2025	V005978	Rick H Jenkins	25019	MW	CHK	IS	OH	3115900-64360	2,700.00	
											$2,700.00
00165114	06/26/2025	V003516	Riverside Community College District	2025/1951	MW	CHK	IS	OH	1513580-64360	253.00	
				2025/1952	MW	CHK	IS	OH	1513580-64360	3,864.00	
											$4,117.00
00165115	06/26/2025	V004346	RJM Design Group Inc	36972	MW	CHK	IS	OH	1327500-60480	11,500.00	
											$11,500.00
00165116	06/26/2025	V004114	Rogers Anderson Malody & Scott LLP	77959	MW	CHK	IS	OH	1102600-60200	9,885.00	
											$9,885.00
00165117	06/26/2025	V004996	Russ Bassett Corp	94607	MW	CHK	IS	OH	7268340-60760	3,685.55	
											$3,685.55
00165118	06/26/2025	V003774	Safelite AutoGlass	05075-307259	MW	CHK	IS	OH	1103120-62200	202.21	
											$202.21
00165119	06/26/2025	V003681	Scholastic Library Publishing Inc	72639057	MW	CHK	IS	OH	3570050-64000	4,894.35	
											$4,894.35
00165120	06/26/2025	V005309	Sectran Security Inc	25051372	MW	CHK	IS	OH	1102600-60480	809.89	
											$809.89
00165121	06/26/2025	V000965	Shred-It	8010796586	MW	CHK	IS	OH	1102400-60480	164.76	
				8010965621	MW	CHK	IS	OH	1103120-60480	174.64	
											$339.40
00165122	06/26/2025	V000929	Signs By Tomorrow	INV-40494	MW	CHK	IS	OH	1104400-60040	239.85	
				INV-40578	MW	CHK	IS	OH	1104400-60040	239.85	

				INV-40585	MW	CHK	IS	OH	1104400-60040	719.55	
				INV-40643	MW	CHK	IS	OH	1104400-60040	239.85	
											$1,439.10
00165123	06/26/2025	V000946	Southern CA Edison Company	0502891 06/25	MW	CHK	IS	OH	1810050-64520	123.20	
									1820050-64520	348.83	
									1830050-64520	38.19	
									1840050-64520	58.16	
									1850050-64520	2.45	
									1860050-64520	42.06	
									1880050-64520	137.58	
									2000050-64520	354.57	
									2020050-64520	57.33	
									2030050-64520	4.07	
									2040050-64520	43.83	
									2050050-64520	8.00	
									2060050-64520	13.55	
									2070050-64520	6.82	
									2080050-64520	133.85	
									2090050-64520	23.56	
									2100050-64520	88.50	
									2110050-64520	7.41	
									2120050-64520	329.34	
									2130050-64520	277.07	
									2140050-64520	16.79	
									2150050-64520	42.65	
									2160050-64520	287.57	
									2170050-64520	49.67	
									2180050-64520	104.84	
									2190050-64520	473.99	
									2200050-64520	220.48	
									2210050-64520	318.64	
									2230050-64520	142.14	
									2240050-64520	21.60	
									2250050-64520	1,044.19	
									2260050-64520	3.58	
									2270050-64520	47.41	
									2280050-64520	32.74	
									2290050-64520	2.06	
				1006988 06/25	MW	CHK	IS	OH	3060060-64560	9,519.38	
				1266287 06/25	MW	CHK	IS	OH	1715144-64520	47.71	
				2272173 06/25	MW	CHK	IS	OH	1513580-64520	431.18	
				3038848 06/25	MW	CHK	IS	OH	3060060-64560	1,800.74	
				5816947 06/25	MW	CHK	IS	OH	1106155-64520	14,093.73	
				5926172 06/25	MW	CHK	IS	OH	1106155-64520	10,610.73	
				7475262 06/25	MW	CHK	IS	OH	1106155-64520	4,325.27	
				8079776 06/25	MW	CHK	IS	OH	3060060-64560	489.15	
				9857352 06/25	MW	CHK	IS	OH	1101600-64520	1,171.79	
											$47,396.40
00165124	06/26/2025	V000948	Southland Aquatic Management LLC	0625-134	MW	CHK	IS	OH	2120050-61960	135.00	
											$135.00
00165125	06/26/2025	V002758	Star Way Productions	164116	MW	CHK	IS	OH	1105000-63360	20,880.00	
											$20,880.00
00165126	06/26/2025	V000194	State of California DOJ	819158	MW	CHK	IS	OH	1103120-60480	1,050.00	
											$1,050.00
00165127	06/26/2025	V004009	T-Mobile USA Inc	9607926378	MW	CHK	IS	OH	1103180-63400	115.00	
											$115.00
00165128	06/26/2025	V003441	The Counseling Team International	INV104948	MW	CHK	IS	OH	1102200-63640	325.00	
											$325.00
00165129	06/26/2025	V004715	The Press Enterprise	0011733800	MW	CHK	IS	OH	1102400-60040	286.70	
				0011735476	MW	CHK	IS	OH	1102400-60040	690.08	
				0011735498	MW	CHK	IS	OH	1102400-60040	255.53	
				0011736149	MW	CHK	IS	OH	1102400-60040	280.47	
				0011736151	MW	CHK	IS	OH	1102400-60040	218.14	
				0011737632	MW	CHK	IS	OH	1102400-60040	192.57	
				0011737634	MW	CHK	IS	OH	1102400-60040	192.57	
				0011739383	MW	CHK	IS	OH	1102400-60040	320.60	

				0011739388	MW	CHK	IS	OH	1102400-60040	244.25	
											$2,680.91
00165130	06/26/2025	V004978	TPx Communications	186003209-0	MW	CHK	IS	OH	1103130-60480	415.25	
									7268340-64480	1,186.56	
											$1,601.81
00165131	06/26/2025	V005806	True North Compliance Services Inc	25-04-01-048	MW	CHK	IS	OH	1104600-60480	7,800.00	
											$7,800.00
00165132	06/26/2025	V004597	V&V Manufacturing Inc	62626	MW	CHK	IS	OH	1113580-63800	2,877.69	
											$2,877.69
00165133	06/26/2025	V005391	Van Dyke Landscape Architects	24104	MW	CHK	IS	OH	1104400-60480	1,571.25	
				24125	MW	CHK	IS	OH	1104400-60480	2,428.75	
				24200	MW	CHK	IS	OH	1104400-60480	1,081.25	
				24201	MW	CHK	IS	OH	1104400-60480	195.00	
											$5,276.25
00165134	06/26/2025	V001071	Verizon Business Serv	74692651	MW	CHK	IS	OH	7268340-64640	83.19	
				74815567	MW	CHK	IS	OH	7268340-64640	0.85	
				74815568	MW	CHK	IS	OH	7268340-64640	1.13	
				74815569	MW	CHK	IS	OH	7268340-64640	0.56	
				74815570	MW	CHK	IS	OH	7268340-64640	52.55	
											$138.28
00165135	06/26/2025	V002822	Verizon Wireless	6114640674	MW	CHK	IS	OH	1104400-64640	41.36	
				6114640675	MW	CHK	IS	OH	1102400-64640	40.04	
											$81.40
00165136	06/26/2025	V001103	Waxie Sanitary Supply	83323958	MW	CHK	IS	OH	1106155-62000	668.18	
											$668.18
00165137	06/26/2025	V001128	Willdan Financial Services	010-62525	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	
											$8,583.33
00165138	06/26/2025	V004937	Wright Express FSC	105533180	MW	CHK	IS	OH	1106160-62220	3,739.67	
									1715120-62220	2,712.43	
											$6,452.10
00165139	06/26/2025	V005275	Yunex LLC	5610005146	MW	CHK	IS	OH	1106120-60240	4,407.31	
				5610005148	MW	CHK	IS	OH	1106120-60240	3,823.12	
				5610005149	MW	CHK	IS	OH	1106120-60240	1,109.00	
				5610005356	MW	CHK	IS	OH	1106150-61960	320.00	
				5610005446	MW	CHK	IS	OH	1106120-60240	12,342.90	
				5610005492	MW	CHK	IS	OH	1106120-60240	2,720.15	
				5610005494	MW	CHK	IS	OH	1106150-61960	160.00	

				90004623	MW	CHK	IS	OH	1106120-60240	9,475.00	
											$34,357.48
00165140	06/26/2025	V003638	U.S. Bank Trustee For PARS/ARS 6746022400	1401/2501110	MW	CHK	IS	OH	1100000-21600	24.20	
									1110000-21600	62.09	
									1710000-21600	124.52	
									3110000-21600	118.25	
				2401/2501110	MW	CHK	IS	OH	1100000-21600	115.43	
									1110000-21600	296.22	
									1710000-21600	594.31	
									3110000-21600	564.17	
											$1,899.19
00165141	06/26/2025	V000156	CA Department of Tax & Fee Administration	CDTFA MAY2025	MW	CHK	IS	OH	1100000-20110	51.45	
									1101600-61050	(0.45)	
											$51.00
00165142	06/26/2025	V005291	Priority Building Services LLC	94920	MW	CHK	IS	OH	1715162-62000	2,676.92	
									1715162-62800	(1,266.20)	
				95297	MW	CHK	IS	OH	1715162-62000	2,676.92	
				95634	MW	CHK	IS	OH	1715162-62000	2,676.92	
				95970	MW	CHK	IS	OH	1715162-62000	2,676.92	
				96622	MW	CHK	IS	OH	1715162-62000	2,676.92	
											$12,118.40
00165143	06/27/2025	V005319	Benefit Coordinators Corporation BCC	1030/2501100	MW	CHK	IS	OH	1100000-21520	2,268.20	
									1102600-53000	(0.01)	
									1110000-21520	695.84	
									1510000-21520	1,244.83	
									1710000-21520	262.65	
									3060000-21520	115.84	
									3110000-21520	148.00	
									4110000-21520	14.46	
									7010000-21520	41.26	
									7260000-21520	158.26	
				1134/2501100	MW	CHK	IS	OH	1100000-21520	3,416.58	
									1102600-53000	0.55	
									1110000-21520	717.40	
									1510000-21520	449.03	
									1710000-21520	442.67	
									3060000-21520	229.42	
									3110000-21520	299.26	
									4110000-21520	19.22	
									7010000-21520	76.08	
									7260000-21520	287.44	
				1140/2501100	MW	CHK	IS	OH	1100000-21520	1,756.80	
									1102600-53000	1.47	
									1110000-21520	368.88	
									1510000-21520	247.11	
									1710000-21520	227.60	
									3060000-21520	117.97	
									3110000-21520	153.87	
									4110000-21520	9.88	
									7010000-21520	39.13	
									7260000-21520	147.80	
				1150/2501100	MW	CHK	IS	OH	1100000-21520	502.45	
									1102600-53000	0.01	
									1110000-21520	154.14	
									1510000-21520	275.75	
									1710000-21520	58.18	
									3060000-21520	25.66	
									3110000-21520	32.78	
									4110000-21520	3.20	
									7010000-21520	9.14	
									7260000-21520	35.06	
											$15,053.86
00165144	06/30/2025	V005319	Benefit Coordinators Corporation BCC	1115/2501120	MW	CHK	IS	OH	1100000-21270	1,683.20	
									1100000-21370	23,964.16	
									1110000-21370	6,154.20	
									1510000-21370	6,417.20	

									1710000-21370	2,104.00	
									3060000-21370	1,167.07	
									3110000-21370	1,367.60	
									4110000-21370	64.17	
									7010000-21370	315.60	
									7260000-21370	1,157.20	
				1125/2501120	MW	CHK	IS	OH	1100000-21270	632.00	
									1100000-21730	8,918.94	
									1110000-21730	2,310.75	
									1510000-21730	2,409.50	
									1710000-21730	790.00	
									3060000-21730	438.21	
									3110000-21730	513.50	
									4110000-21730	24.10	
									7010000-21730	118.50	
									7260000-21730	434.50	
											$60,984.40
00165145	06/30/2025	V000184	CA Assoc of Prof Firefighters	1130/2501120	MW	CHK	IS	OH	1110000-21655	176.00	
									1510000-21655	704.00	
				2130/2501120	MW	CHK	IS	OH	1110000-21655	148.50	
									1510000-21655	594.00	
											$1,622.50
00165146	06/30/2025	V000201	California Law Enforcement Assoc	1132/2501120	MW	CHK	IS	OH	1100000-21655	1,657.50	
									1110000-21655	351.00	
				2132/2501120	MW	CHK	IS	OH	1100000-21655	1,057.02	
									1110000-21655	197.20	
									1190000-21655	5.03	
									3550000-21655	8.80	
									3580000-21655	19.45	
											$3,296.00
00165147	06/30/2025	V004779	Kaylee Larsen	LARSEN/JUNE25	MW	CHK	IS	OH	7018100-61860	4,841.00	
											$4,841.00
00165148	06/30/2025	V004287	Lori Moss	MOSS/JULY2501120	MW	CHK	IS	OH	1101400-53100	695.00	
											$695.00
00165149	06/30/2025	V005134	Zach Schumaker	SCHUMAKER/JUNE25	MW	CHK	IS	OH	7018100-61860	5,106.00	
											$5,106.00
00165150	06/30/2025	V003638	U.S. Bank Trustee For PARS/ARS 6746022400	1401/2501120	MW	CHK	IS	OH	1100000-21600	121.19	
									1110000-21600	71.85	
									1710000-21600	118.29	
									3110000-21600	99.51	
				2401/2501120	MW	CHK	IS	OH	1100000-21600	578.13	
									1110000-21600	342.72	
									1710000-21600	564.76	
									3110000-21600	474.76	
											$2,371.21
00165151	06/30/2025	V001077	Judith Vierstra	VIERSTRA/JULY25	MW	CHK	IS	OH	1513520-53100	1,808.31	
											$1,808.31
00165152	06/30/2025	V005865	Washington State Council of Fire Fighters	1184/2501120	MW	CHK	IS	OH	1110000-21303	1,100.00	
									1510000-21303	5,100.00	
				2184/2501120	MW	CHK	IS	OH	1110000-21304	1,100.00	
									1510000-21304	5,100.00	
				PHONG,D (07/25)	MW	CHK	IS	OH	1510000-13060	675.43	
											$13,075.43
00165153	06/30/2025	V005465	Pencilbox LLC	2024123R	MW	CHK	IS	OH	1105000-63360	475.00	
											$475.00

Issued: 1,104 $5,415,780.07 **Issued: 1,104 $5,415,780.07**

AP - Total $5,415,780.07 **AP - Total $5,415,780.07**

Issued:	**1,104**	**$5,415,780.07**		**Issued:**	**1,104 $5,415,780.07**
Summary	**Total**	**$5,415,780.07**		**Summary**	**Total $5,415,780.07**

User Name: CITYHALL\MMatula

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 4.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Tanner Benson, Financial Analyst

SUBJECT: Monthly Investment Transaction Report for June 2025

RECOMMENDATION

Receive and file the Monthly Investment Transaction Report for June 2025.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

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

DISCUSSION

This report is filed with the City Council in compliance with Government Code Section 53607, which states that a monthly report of transactions related to the purchase, sale, or exchange of securities is made monthly to the legislative body. The City of Murrieta (City) has both long-term and short-term investments. The City's managed investment portfolio is for longer-term investments, managed by Chandler Asset Management. The Local Agency Investment Fund (LAIF), managed by the California State Treasurer, is used for short-term investments and functions more like a savings account to facilitate cash flow.

This report includes funds under management from Chandler Asset Management, funds deposited with LAIF, and earnings from the Wells Fargo Cash Sweep Program. Bond funds held by the City's Trustee are not included in this report but are on file and available upon request.

The transactions in the long-term investment portfolio for June 2025 include dispositions of $9,605,877.71 in cash, payables, receivables, maturities, and sales, which also includes a withdrawal for bank fees. Subsequently, these proceeds, together with the dispositions and monthly interest earnings, were reinvested in security and money market fund purchases totaling $9,982,805.60.

The California State Treasurer allocates and reinvests LAIF interest earnings on a quarterly basis. Quarterly interest earnings are reflected in the statement one month following the end of the quarter. The account received the last interest earnings deposit in April 2025 for the previous quarter.

As of June 30, 2025, the City's Total Ending Book Value (or what the City actually paid for the investments) for both investment accounts (long and short-term accounts) is $152,912,942.45. Both accounts combined had an overall increase of $471,973.32 or 0.31%, which includes any deposits, dispositions, applicable interest earning, and less any realized gain/loss or monthly fees charged to the account.

The City is also earning monthly dividends in the General Checking account. The Wells Fargo "Cash Sweep Program" allows the City to earn a return on uninvested cash balances in our General Checking Account by automatically "sweeping" cash balances into a Sweep investment vehicle until such balances are otherwise needed to satisfy obligations arising in the account.

The total earnings from the Cash Sweep Program for the month of June were $460,536.57.

Attached are the investment portfolio accounts for Chandler for the month of June (Attachment 1) and the regular monthly statement for LAIF (Attachment 2), which lists all transactions associated with the respective accounts. In addition, Attachment 3 provides a summary of daily transactions for the Wells Fargo Cash Sweep Program.

This report also includes a statement of compliance with state law and the City's investment policy for the various investment categories.

FISCAL IMPACT

The recommended action has no fiscal impact. Interest earnings projections are included in the Fiscal Year 2024/25 Operating Budget.

ATTACHMENTS

1. Chandler Asset Management Monthly Account Statement for June 2025
2. Local Agency Investment Fund (LAIF) Monthly Statement for June 2025
3. Wells Fargo Cash Sweep Program June 2025 Statement

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

Murrieta Consolidated | Account | As of June 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Custodian:
US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

Murrieta Consolidated | Account | As of June 30, 2025

Portfolio Characteristics

Average Modified Duration	1.80
Average Coupon	3.79%
Average Purchase YTM	4.31%
Average Market YTM	4.04%
Average Credit Quality*	AA+
Average Final Maturity	2.14
Average Life	1.85

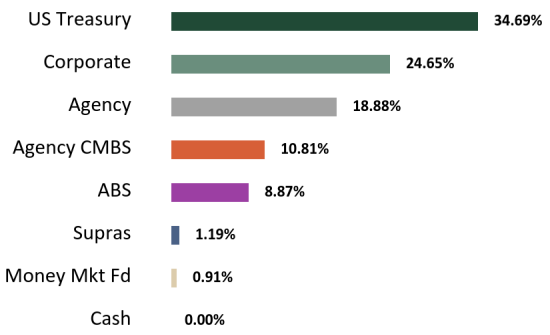
Account Summary

	End Values as of 05/31/2025	End Values as of 06/30/2025
Market Value	152,490,673.44	153,376,376.64
Accrued Interest	1,157,021.34	1,258,287.23
Total Market Value	**153,647,694.77**	**154,634,663.87**
Income Earned	411,203.07	540,713.17
Cont/WD	0.00	0.00
Par	153,326,012.32	153,696,100.71
Book Value	150,441,287.95	150,913,261.27
Cost Value	150,441,287.95	150,913,261.27

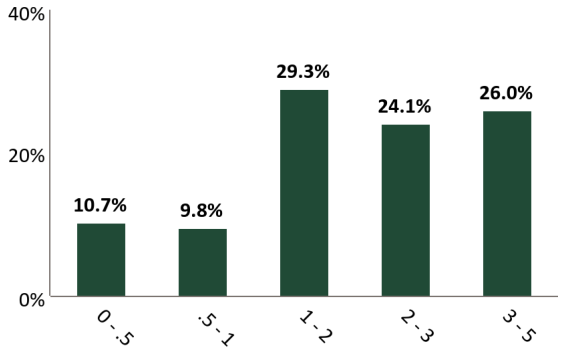
Top Issuers

Government of The United States	34.69%
Federal Home Loan Banks	11.77%
FHLMC	10.81%
Farm Credit System	7.11%
U.S. Bancorp	1.78%
Massachusetts Mutual Life Insurance	1.37%
Duke Energy Corporation	1.30%
International Bank for Recon and Dev	1.19%

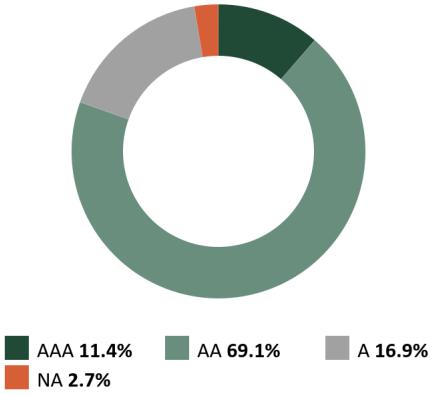
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

Execution Time: 07/01/2025 04:49:30 PM

STATEMENT OF COMPLIANCE

Murrieta Consolidated | Account | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	10.8	Compliant	
Max % Issuer (MV)	30.0	10.8	Compliant	
Max Maturity (Years)	5.0	4.7	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	8.9	Compliant	
Max % Issuer (MV)	5.0	0.9	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	24.7	Compliant	
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				

STATEMENT OF COMPLIANCE

Murrieta Consolidated | Account | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	18.9	Compliant	
Max % Issuer (MV)	30.0	11.8	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.9	Compliant	
Max % Issuer (MV)	10.0	0.9	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	1.2	Compliant	
Max % Issuer (MV)	10.0	1.2	Compliant	
Max Maturity (Years)	5	3	Compliant	

STATEMENT OF COMPLIANCE

Murrieta Consolidated | Account | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	34.7	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

Murrieta Consolidated | Account | As of June 30, 2025

Maturities / Calls

Month to Date	**(3,105,000.00)**
Fiscal Year to Date	**(19,775,000.00)**

Principal Paydowns

Month to Date	**(235,926.04)**
Fiscal Year to Date	**(1,924,242.18)**

Purchases

Month to Date	**9,982,805.60**
Fiscal Year to Date	**62,026,603.17**

Sales

Month to Date	**(4,903,432.28)**
Fiscal Year to Date	**(37,796,308.72)**

Interest Received

Month to Date	**479,493.17**
Fiscal Year to Date	**2,694,721.87**

Purchased / Sold Interest

Month to Date	**(40,045.89)**
Fiscal Year to Date	**(157,669.60)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (01/01/2025)
Beginning Book Value	150,441,287.95	148,126,527.34
Maturities/Calls	(3,105,000.00)	(19,775,000.00)
Principal Paydowns	(235,926.04)	(1,924,242.18)
Purchases	9,982,805.60	62,026,603.17
Sales	(4,903,432.28)	(37,796,308.72)
Change in Cash, Payables, Receivables	(1,361,519.39)	(21,874.81)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	95,045.43	277,556.47
Ending Book Value	150,913,261.27	150,913,261.27

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (01/01/2025)
Beginning Market Value	152,490,673.44	149,082,097.03
Maturities/Calls	(3,105,000.00)	(19,775,000.00)
Principal Paydowns	(235,926.04)	(1,924,242.18)
Purchases	9,982,805.60	62,026,603.17
Sales	(4,903,432.28)	(37,796,308.72)
Change in Cash, Payables, Receivables	(1,361,519.39)	(21,874.81)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	413,729.89	1,507,545.69
Realized Gain (Loss)	95,045.43	277,556.47
Ending Market Value	153,376,376.64	153,376,376.64

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	70,807.45	08/15/2022 3.73%	70,803.23 70,803.23	99.86 4.53%	70,709.15 95.37	0.05% (94.08)	NA/AAA AAA	1.05 0.18
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	30,544.51	05/10/2022 3.21%	30,542.92 30,542.92	99.82 4.56%	30,489.36 16.34	0.02% (53.56)	Aaa/AAA NA	1.15 0.14
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	42,451.76	03/10/2022 2.33%	42,442.37 42,442.37	99.72 4.16%	42,331.03 43.77	0.03% (111.35)	Aaa/NA AAA	1.21 0.15
362554AC1	GMCAR 2021-4 A3 0.68 09/16/2026	630.10	10/13/2021 0.68%	630.08 630.08	99.84 4.51%	629.11 0.18	0.00% (0.98)	Aaa/AAA NA	1.21 0.04
380146AC4	GMCAR 2022-1 A3 1.26 11/16/2026	6,619.77	01/11/2022 1.26%	6,619.20 6,619.20	99.86 4.72%	6,610.38 3.48	0.00% (8.81)	NA/AAA AAA	1.38 0.04
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	158,417.48	08/08/2023 5.38%	158,398.48 158,398.48	100.17 4.55%	158,692.43 260.42	0.10% 293.94	NA/AAA AAA	1.39 0.19
36269FAD8	GMALT 2024-1 A3 5.09 03/22/2027	455,000.00	02/08/2024 5.09%	454,943.13 454,943.13	100.30 4.53%	456,368.23 707.65	0.30% 1,425.10	NA/AAA AAA	1.73 0.49
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	1,000,000.00	06/20/2024 5.19%	994,687.50 994,687.50	100.34 4.43%	1,003,413.50 830.00	0.65% 8,726.00	Aaa/AAA NA	1.73 0.57
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	86,628.82	07/06/2022 3.64%	86,628.22 86,628.22	99.81 4.51%	86,463.58 131.39	0.06% (164.65)	Aaa/NA AAA	1.79 0.22
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	350,000.00	05/17/2024 5.32%	349,959.05 349,959.05	101.22 4.38%	354,274.62 827.56	0.23% 4,315.57	Aaa/NA AAA	2.55 1.22
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	545,000.00	09/17/2024 4.24%	544,908.28 544,908.28	99.97 4.29%	544,845.82 1,024.60	0.36% (62.46)	NA/AAA AAA	2.63 1.29
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	705,000.00	05/20/2025 4.58%	704,988.30 704,988.30	100.64 4.23%	709,502.34 986.61	0.46% 4,514.04	NA/AAA AAA	2.90 1.62
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	1,250,000.00	02/13/2024 5.21%	1,249,945.63 1,249,945.63	100.86 4.32%	1,260,716.00 2,894.44	0.82% 10,770.37	Aaa/AAA NA	3.13 0.90
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,320,000.00	09/07/2023 5.23%	1,319,634.10 1,319,634.10	101.16 4.21%	1,335,255.11 3,027.20	0.87% 15,621.01	NA/AAA AAA	3.21 1.14
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	335,000.00	03/11/2024 4.96%	334,981.24 334,981.24	100.92 4.29%	338,094.60 738.49	0.22% 3,113.36	Aaa/NA AAA	3.38 1.27
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	600,000.00	06/04/2024 5.18%	599,908.86 599,908.86	101.26 4.11%	607,564.80 518.00	0.40% 7,655.94	Aaa/AAA NA	3.66 1.12
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	770,000.00	05/14/2025 4.61%	769,906.14 769,906.14	101.14 4.13%	778,744.20 1,577.64	0.51% 8,838.06	NA/AAA AAA	3.79 2.15

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	640,000.00	04/16/2024 5.23%	639,868.80 639,868.80	102.00 4.11%	652,779.20 1,487.64	0.43% 12,910.40	NA/AAA AAA	3.79 1.67
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	670,000.00	03/04/2025 4.23%	669,957.86 669,957.86	100.25 4.16%	671,654.63 1,259.60	0.44% 1,696.77	Aaa/NA AAA	4.22 2.18
44935XAD7	HART 2025-B A3 4.36 12/17/2029	585,000.00	06/03/2025 4.36%	584,947.18 584,947.18	100.64 4.09%	588,745.17 1,417.00	0.38% 3,797.99	NA/AAA AAA	4.47 2.07
92348KDY6	VZMT 2025-3 A1A 4.51 03/20/2030	1,050,000.00	03/25/2025 4.51%	1,049,954.85 1,049,954.85	100.44 4.39%	1,054,608.87 1,446.96	0.69% 4,654.02	Aaa/NA AAA	4.72 1.62
02582JKP4	AMXCA 2025-2 A 4.28 04/15/2030	1,255,000.00	05/06/2025 4.28%	1,254,977.28 1,254,977.28	100.61 4.08%	1,262,676.46 2,387.29	0.82% 7,699.18	NA/AAA AAA	4.79 2.58
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	370,000.00	05/06/2025 4.28%	369,945.54 369,945.54	100.54 4.07%	371,991.04 659.83	0.24% 2,045.50	Aaa/AAA NA	4.79 2.14
92970QAJ4	WFCIT 2025-1 A 4.34 05/15/2030	1,210,000.00	06/03/2025 4.33%	1,209,979.91 1,209,979.91	100.78 4.09%	1,219,476.48 3,063.32	0.80% 9,496.57	NA/AAA AAA	4.87 2.65
Total ABS		**13,506,099.89**	**4.74%**	**13,499,558.16** **13,499,558.16**	**100.75** **4.23%**	**13,606,636.09** **25,404.78**	**8.87%** **107,077.93**		**3.58** **1.57**
AGENCY									
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	1,400,000.00	01/24/2024 4.40%	1,392,860.00 1,392,860.00	99.95 4.21%	1,399,341.08 25,506.25	0.91% 6,481.08	Aa1/AA+ AA+	0.56 0.54
3133ERDZ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026	1,000,000.00	05/20/2024 4.87%	997,690.00 997,690.00	100.61 4.01%	1,006,089.88 6,993.06	0.66% 8,399.88	Aa1/AA+ AA+	0.85 0.82
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	2,000,000.00	08/16/2023 4.78%	1,998,620.00 1,998,620.00	100.63 4.07%	2,012,545.40 5,013.89	1.31% 13,925.40	Aa1/AA+ AA+	0.95 0.92
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	2,000,000.00	11/09/2023 4.85%	2,007,480.00 2,007,480.00	100.85 4.18%	2,016,995.72 41,944.44	1.32% 9,515.72	Aa1/AA+ AA+	1.08 1.02
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026	2,405,000.00	08/09/2023 4.58%	2,399,468.50 2,399,468.50	100.55 3.99%	2,418,249.29 41,185.63	1.58% 18,780.79	Aa1/AA+ AA+	1.12 1.07
3130AWTQ3	FEDERAL HOME LOAN BANKS 4.625 09/11/2026	4,500,000.00	-- 4.81%	4,476,030.00 4,476,030.00	100.84 3.89%	4,537,826.37 63,593.75	2.96% 61,796.37	Aa1/AA+ AA+	1.20 1.14
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	1,750,000.00	11/30/2023 4.53%	1,754,427.50 1,754,427.50	100.87 3.96%	1,765,283.40 9,892.36	1.15% 10,855.90	Aa1/AA+ AA+	1.38 1.32
3130AYPN0	FEDERAL HOME LOAN BANKS 4.125 01/15/2027	2,000,000.00	01/30/2024 4.21%	1,995,560.00 1,995,560.00	100.49 3.79%	2,009,870.22 38,041.67	1.31% 14,310.22	Aa1/AA+ AA+	1.54 1.45

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	1,000,000.00	04/08/2024 4.66%	995,520.00 995,520.00	101.11 3.83%	1,011,126.13 11,875.00	0.66% 15,606.13	Aa1/AA+ AA+	1.74 1.64
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	1,500,000.00	04/10/2024 4.84%	1,496,115.00 1,496,115.00	101.70 3.75%	1,525,466.63 16,229.17	0.99% 29,351.63	Aa1/AA+ AA+	1.77 1.67
3133ERFJ5	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027	1,000,000.00	05/20/2024 4.69%	994,830.00 994,830.00	101.30 3.78%	1,013,033.82 5,125.00	0.66% 18,203.82	Aa1/AA+ AA+	1.89 1.79
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	3,000,000.00	03/24/2025 4.02%	3,039,480.00 3,039,480.00	101.97 3.72%	3,059,079.18 41,625.00	1.99% 19,599.18	Aa1/AA+ AA+	2.70 2.49
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	2,000,000.00	07/06/2023 4.49%	1,956,940.00 1,956,940.00	100.77 3.72%	2,015,345.44 4,888.89	1.31% 58,405.44	Aa1/AA+ AA+	2.94 2.75
3130AVVX7	FEDERAL HOME LOAN BANKS 3.75 06/09/2028	1,120,000.00	06/07/2023 4.00%	1,107,243.20 1,107,243.20	100.09 3.72%	1,120,967.72 2,566.67	0.73% 13,724.52	Aa1/AA+ AA+	2.94 2.75
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	2,000,000.00	10/12/2023 4.71%	1,981,460.00 1,981,460.00	102.15 3.78%	2,043,075.10 24,750.00	1.33% 61,615.10	Aa1/AA+ AA+	3.23 2.95
Total Agency		**28,675,000.00**	**4.56%**	**28,593,724.20** **28,593,724.20**	**100.98** **3.89%**	**28,954,295.37** **339,230.76**	**18.88%** **360,571.17**		**1.72** **1.61**
AGENCY CMBS									
3137BM7C4	FHMS K-051 A2 3.308 09/25/2025	940,236.59	06/23/2022 3.30%	938,253.28 938,253.28	99.57 4.46%	936,148.25 2,591.92	0.61% (2,105.02)	Aa1/AA+ AAA	0.24 0.19
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	2,000,000.00	02/09/2023 4.35%	1,890,546.88 1,890,546.88	98.16 4.23%	1,963,105.20 4,421.67	1.28% 72,558.32	Aa1/AA+ AAA	1.15 1.07
3137BTUM1	FHMS K-061 A2 3.347 11/25/2026	866,584.60	09/22/2022 4.23%	835,475.57 835,475.57	98.83 4.13%	856,438.02 2,417.05	0.56% 20,962.45	Aa1/AA+ AAA	1.41 1.26
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	862,000.00	-- 4.09%	839,600.51 839,600.51	98.81 4.16%	851,755.65 2,463.88	0.56% 12,155.14	Aa1/AA+ AAA	1.57 1.36
3137F1G44	FHMS K-065 A2 3.243 04/25/2027	1,000,000.00	09/19/2022 4.08%	965,468.75 965,468.75	98.42 4.10%	984,211.10 2,702.50	0.64% 18,742.35	Aa1/AA+ AAA	1.82 1.65
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	1,226,707.43	05/18/2023 4.13%	1,178,357.91 1,178,357.91	98.15 4.01%	1,204,002.42 3,257.93	0.78% 25,644.51	Aa1/AAA AA+	2.24 2.06
3137F4X72	FHMS K-075 A2 3.65 02/25/2028	1,165,000.00	09/14/2023 4.92%	1,107,478.13 1,107,478.13	98.95 4.01%	1,152,820.39 3,543.54	0.75% 45,342.26	Aa1/AA+ AAA	2.66 2.45
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	1,250,000.00	05/28/2024 4.94%	1,197,265.63 1,197,265.63	99.55 4.00%	1,244,320.38 4,062.50	0.81% 47,054.75	Aa1/AA+ AAA	3.15 2.89
3137FK4M5	FHMS K-085 A2 4.06 10/25/2028	2,000,000.00	05/07/2025 4.12%	1,990,703.13 1,990,703.13	99.96 4.02%	1,999,200.60 6,766.67	1.30% 8,497.47	Aaa/AA+ AA+	3.32 3.02

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	1,500,000.00	08/19/2024 4.12%	1,385,332.03 1,385,332.03	94.13 4.06%	1,411,927.05 2,825.00	0.92% 26,595.02	Aa1/AA+ AAA	3.57 3.28
3137FLMV3	FHMS K-090 A2 3.422 02/25/2029	2,000,000.00	03/27/2025 4.30%	1,932,500.00 1,932,500.00	97.84 4.04%	1,956,767.20 5,703.33	1.28% 24,267.20	Aa1/AAA AA+	3.66 3.32
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	2,000,000.00	03/26/2025 4.37%	1,997,890.63 1,997,890.63	100.99 4.13%	2,019,728.20 7,353.33	1.32% 21,837.57	Aaa/AA+ AA+	4.73 3.92
Total Agency CMBS		**16,810,528.62**	**4.27%**	**16,258,872.45** **16,258,872.45**	**98.66** **4.10%**	**16,580,424.46** **48,109.32**	**10.81%** **321,552.01**		**2.71** **2.42**
CASH									
CCYUSD	Receivable	6,208.24	--	6,208.24 6,208.24	1.00 0.00%	6,208.24 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**6,208.24**		**6,208.24** **6,208.24**	**1.00** **0.00%**	**6,208.24** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
CORPORATE									
14913R2Z9	CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025	1,375,000.00	08/08/2022 3.69%	1,373,336.25 1,373,336.25	99.91 4.36%	1,373,791.50 19,377.95	0.90% 455.25	A2/A A+	0.12 0.11
26442UAA2	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	1,000,000.00	06/23/2022 3.57%	990,710.00 990,710.00	99.84 4.54%	998,360.57 12,277.78	0.65% 7,650.57	Aa3/A NA	0.13 0.12
437076CR1	HOME DEPOT INC 4.0 09/15/2025	1,000,000.00	09/14/2022 4.13%	996,380.00 996,380.00	99.90 4.46%	998,960.85 11,777.78	0.65% 2,580.85	A2/A A	0.21 0.20
023135CN4	AMAZON.COM INC 4.6 12/01/2025	425,000.00	11/29/2022 4.60%	424,974.50 424,974.50	100.17 4.18%	425,703.12 1,629.17	0.28% 728.62	A1/AA AA-	0.42 0.41
037833BY5	APPLE INC 3.25 02/23/2026	1,000,000.00	02/22/2023 4.72%	959,390.00 959,390.00	99.37 4.24%	993,724.09 11,555.56	0.65% 34,334.09	Aaa/AA+ NA	0.65 0.62
57629W6F2	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	750,000.00	04/04/2023 4.52%	749,482.50 749,482.50	100.04 4.44%	750,289.31 7,593.75	0.49% 806.81	Aa3/AA+ AA+	0.78 0.75
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00	09/13/2023 5.23%	954,220.00 954,220.00	99.23 4.29%	992,309.61 5,397.22	0.65% 38,089.61	A2/A A	0.84 0.81
58989V2F0	MET TOWER GLOBAL FUNDING 5.4 06/20/2026	1,000,000.00	06/12/2023 5.38%	1,000,440.00 1,000,440.00	101.02 4.31%	1,010,247.22 1,650.00	0.66% 9,807.22	Aa3/AA- AA-	0.97 0.94
61747YET8	MORGAN STANLEY 4.679 07/17/2026	1,000,000.00	09/14/2022 5.45%	994,030.00 994,030.00	99.98 6.05%	999,845.29 21,315.44	0.65% 5,815.29	A1/A- A+	1.05 0.04
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	1,450,000.00	-- 4.99%	1,451,925.00 1,451,925.00	101.04 4.07%	1,465,136.13 28,679.79	0.96% 13,211.13	A1/A+ NA	1.11 1.05

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00	09/13/2023 5.57%	998,810.00 998,810.00	101.42 4.22%	1,014,182.56 20,415.50	0.66% 15,372.56	Aa2/A+ AA	1.13 0.99
713448FW3	PEPSICO INC 5.125 11/10/2026	510,000.00	11/08/2023 5.13%	509,862.30 509,862.30	101.26 4.16%	516,425.64 3,702.81	0.34% 6,563.34	A1/A+ NA	1.36 1.22
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	1,575,000.00	-- 5.08%	1,576,460.00 1,576,460.00	101.27 4.19%	1,594,939.41 5,141.94	1.04% 18,479.41	Aa2/AA- AA	1.44 1.29
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	1,000,000.00	01/10/2024 4.52%	999,460.00 999,460.00	100.63 4.07%	1,006,284.97 21,625.00	0.66% 6,824.97	A1/A A+	1.53 1.43
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	1,245,000.00	01/10/2024 4.88%	1,244,688.75 1,244,688.75	100.97 4.22%	1,257,088.13 27,312.19	0.82% 12,399.38	A1/A AA-	1.56 1.45
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	1,500,000.00	02/29/2024 4.78%	1,500,810.00 1,500,810.00	101.21 4.03%	1,518,189.83 25,000.00	0.99% 17,379.83	A1/AA- NA	1.66 1.48
857477CL5	STATE STREET CORP 4.993 03/18/2027	1,210,000.00	03/13/2024 4.99%	1,210,000.00 1,210,000.00	101.45 4.11%	1,227,511.50 17,285.49	0.80% 17,511.50	Aa3/A AA-	1.71 1.53
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	1,000,000.00	09/14/2022 4.23%	990,460.00 990,460.00	99.88 4.07%	998,777.01 5,666.67	0.65% 8,317.01	A2/A+ A+	1.86 1.76
009158AY2	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027	1,500,000.00	02/09/2024 4.71%	1,371,945.00 1,371,945.00	96.00 4.09%	1,440,073.52 3,545.83	0.94% 68,128.52	A2/A NA	1.87 1.81
437076DB5	HOME DEPOT INC 4.875 06/25/2027	740,000.00	-- 4.95%	738,545.60 738,545.60	101.58 4.04%	751,659.67 601.25	0.49% 13,114.07	A2/A A	1.99 1.80
09290DAH4	BLACKROCK INC 4.6 07/26/2027	750,000.00	07/18/2024 4.57%	750,645.00 750,645.00	101.22 3.98%	759,157.77 14,854.17	0.49% 8,512.77	Aa3/AA- NA	2.07 1.85
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	1,250,000.00	08/22/2024 4.10%	1,251,637.50 1,251,637.50	100.49 3.90%	1,256,130.85 19,741.32	0.82% 4,493.35	Aa3/A+ NA	2.12 1.91
023135BC9	AMAZON.COM INC 3.15 08/22/2027	1,000,000.00	07/30/2024 4.55%	960,450.00 960,450.00	98.37 3.95%	983,710.53 11,287.50	0.64% 23,260.53	A1/AA AA-	2.15 2.02
89236TKJ3	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027	1,000,000.00	06/20/2024 4.89%	989,900.00 989,900.00	100.84 4.15%	1,008,388.15 12,765.28	0.66% 18,488.15	A1/A+ A+	2.22 2.07
64952WFJ7	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027	1,000,000.00	09/25/2024 3.91%	999,820.00 999,820.00	99.33 4.21%	993,287.74 9,750.00	0.65% (6,532.26)	Aa1/AA+ AAA	2.25 2.11
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	1,250,000.00	07/30/2024 4.60%	1,189,300.00 1,189,300.00	97.29 4.20%	1,216,067.29 7,784.72	0.79% 26,767.29	A2/A+ A	2.29 2.17
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	700,000.00	01/06/2025 4.66%	699,790.00 699,790.00	101.51 4.01%	710,570.92 15,551.67	0.46% 10,780.92	A1/A A+	2.52 2.31

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
63743HFW7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028	1,500,000.00	06/17/2025 4.40%	1,512,345.00 1,512,345.00	101.29 4.22%	1,519,353.71 28,500.00	0.99% 7,008.71	A2/NA A	2.61 2.31
57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	1,340,000.00	03/20/2025 4.49%	1,338,405.40 1,338,405.40	100.60 4.21%	1,348,092.54 15,570.06	0.88% 9,687.14	Aa3/AA+ AA+	2.74 2.53
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	750,000.00	06/22/2023 4.79%	715,005.00 715,005.00	99.12 4.03%	743,408.87 4,625.00	0.48% 28,403.87	A1/A NA	2.84 2.65
90331HPS6	US BANK NA 4.73 05/15/2028	1,330,000.00	05/12/2025 4.88%	1,330,000.00 1,330,000.00	100.50 4.74%	1,336,681.16 8,038.37	0.87% 6,681.16	A2/A+ A+	2.88 1.76
341081GN1	FLORIDA POWER & LIGHT CO 4.4 05/15/2028	1,500,000.00	05/22/2023 4.64%	1,484,025.00 1,484,025.00	100.75 4.12%	1,511,203.50 8,433.33	0.99% 27,178.50	Aa2/A+ AA-	2.88 2.51
87612EBU9	TARGET CORP 4.35 06/15/2028	570,000.00	06/05/2025 4.35%	569,994.30 569,994.30	100.60 4.13%	573,426.00 1,446.38	0.37% 3,431.70	A2/A A	2.96 2.67
26444HAE1	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028	1,000,000.00	06/04/2025 4.32%	985,120.00 985,120.00	99.12 4.11%	991,183.94 17,522.22	0.65% 6,063.94	A1/A NA	3.04 2.79
06368MJG0	BANK OF MONTREAL 5.004 01/27/2029	1,500,000.00	01/24/2025 4.96%	1,501,860.00 1,501,860.00	101.62 4.53%	1,524,289.04 32,109.00	0.99% 22,429.04	A2/A- AA-	3.58 2.35
Total Corporate		**37,720,000.00**	**4.66%**	**37,314,227.10** **37,314,227.10**	**100.25** **4.25%**	**37,808,451.93** **459,530.12**	**24.65%** **494,224.83**		**1.81** **1.56**
MONEY MARKET FUND									
31846V567	FIRST AMER:GVT OBLG Z	1,393,263.96	-- 4.22%	1,393,263.96 1,393,263.96	1.00 4.22%	1,393,263.96 0.00	0.91% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**1,393,263.96**	**4.22%**	**1,393,263.96** **1,393,263.96**	**1.00** **4.22%**	**1,393,263.96** **0.00**	**0.91%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	1,335,000.00	04/29/2025 3.70%	1,332,036.30 1,332,036.30	99.70 3.74%	1,330,947.05 7,393.49	0.87% (1,089.25)	Aaa/AAA NA	2.85 2.66
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	500,000.00	07/24/2023 4.26%	483,115.00 483,115.00	99.26 3.76%	496,277.62 8,215.28	0.32% 13,162.62	Aaa/AAA NA	3.03 2.80

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total				**1,815,151.30**	**99.58**	**1,827,224.67**	**1.19%**		**2.90**
Supranational		**1,835,000.00**	**3.86%**	**1,815,151.30**	**3.74%**	**15,608.77**	**12,073.37**		**2.70**
US TREASURY									
91282CAB7	UNITED STATES TREASURY 0.25 07/31/2025	2,000,000.00	12/02/2021 1.06%	1,942,031.25 1,942,031.25	99.66 4.34%	1,993,238.48 2,085.64	1.30% 51,207.23	Aa1/AA+ AA+	0.08 0.08
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	3,250,000.00	-- 2.90%	3,259,882.81 3,259,882.81	99.67 4.29%	3,239,420.57 24,508.20	2.11% (20,462.24)	Aa1/AA+ AA+	0.25 0.25
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	2,500,000.00	06/23/2022 3.02%	2,498,632.81 2,498,632.81	99.57 4.28%	2,489,355.48 12,635.87	1.62% (9,277.34)	Aa1/AA+ AA+	0.34 0.33
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	2,500,000.00	06/23/2022 3.11%	2,431,152.34 2,431,152.34	99.24 4.32%	2,480,924.48 7,184.10	1.62% 49,772.14	Aa1/AA+ AA+	0.38 0.37
9128285T3	UNITED STATES TREASURY 2.625 12/31/2025	2,500,000.00	09/14/2022 3.76%	2,412,792.97 2,412,792.97	99.22 4.23%	2,480,501.30 178.33	1.62% 67,708.33	Aa1/AA+ AA+	0.50 0.49
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	2,500,000.00	09/14/2022 3.74%	2,377,832.03 2,377,832.03	98.65 4.10%	2,466,259.78 14,139.34	1.61% 88,427.75	Aa1/AA+ AA+	0.75 0.73
91282CGV7	UNITED STATES TREASURY 3.75 04/15/2026	2,000,000.00	03/20/2024 4.63%	1,965,703.13 1,965,703.13	99.74 4.08%	1,994,804.68 15,778.69	1.30% 29,101.55	Aa1/AA+ AA+	0.79 0.76
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	3,000,000.00	09/13/2023 4.66%	2,767,031.25 2,767,031.25	97.50 3.88%	2,925,117.18 7,663.04	1.91% 158,085.93	Aa1/AA+ AA+	1.38 1.33
912828YX2	UNITED STATES TREASURY 1.75 12/31/2026	1,750,000.00	12/27/2023 3.96%	1,641,240.23 1,641,240.23	96.98 3.84%	1,697,226.56 83.22	1.11% 55,986.33	Aa1/AA+ AA+	1.50 1.46
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	2,500,000.00	11/17/2022 4.02%	2,349,414.06 2,349,414.06	97.86 3.77%	2,446,582.03 15,710.38	1.60% 97,167.97	Aa1/AA+ AA+	1.75 1.68
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	1,300,000.00	12/12/2022 3.87%	1,266,687.50 1,266,687.50	99.11 3.72%	1,288,371.10 114.81	0.84% 21,683.60	Aa1/AA+ AA+	2.00 1.91
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	2,000,000.00	07/26/2023 4.30%	1,887,109.38 1,887,109.38	98.05 3.73%	1,961,015.62 22,941.99	1.28% 73,906.24	Aa1/AA+ AA+	2.08 1.98
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	2,500,000.00	01/24/2023 3.65%	2,445,117.19 2,445,117.19	98.77 3.72%	2,469,238.28 26,112.43	1.61% 24,121.09	Aa1/AA+ AA+	2.17 2.05
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	1,600,000.00	02/22/2023 4.19%	1,595,500.00 1,595,500.00	100.91 3.70%	1,614,562.50 16,590.16	1.05% 19,062.50	Aa1/AA+ AA+	2.25 2.11
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,400,000.00	06/07/2023 4.05%	1,298,937.50 1,298,937.50	96.70 3.72%	1,353,789.07 4,023.10	0.88% 54,851.57	Aa1/AA+ AA+	2.38 2.27
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	1,500,000.00	11/26/2024 4.24%	1,467,070.31 1,467,070.31	99.49 3.71%	1,492,382.82 21,899.17	0.97% 25,312.51	Aa1/AA+ AA+	2.59 2.41

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	2,750,000.00	09/27/2024 3.51%	2,684,257.81 2,684,257.81	97.62 3.71%	2,684,580.09 28,411.60	1.75% 322.28	Aa1/AA+ AA+	2.63 2.48
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	2,500,000.00	11/12/2024 4.34%	2,374,804.69 2,374,804.69	97.54 3.72%	2,438,476.55 27,002.76	1.59% 63,671.86	Aa1/AA+ AA+	3.13 2.92
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	2,000,000.00	04/22/2024 4.72%	1,870,625.00 1,870,625.00	98.13 3.72%	1,962,656.24 7,982.34	1.28% 92,031.24	Aa1/AA+ AA+	3.38 3.15
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	2,250,000.00	01/30/2025 4.31%	2,244,726.56 2,244,726.56	101.76 3.73%	2,289,638.68 31,961.62	1.49% 44,912.12	Aa1/AA+ AA+	3.67 3.33
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	10/29/2024 4.10%	1,991,093.75 1,991,093.75	100.93 3.75%	2,018,671.88 33,370.17	1.32% 27,578.13	Aa1/AA+ AA+	4.08 3.68
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,750,000.00	12/17/2024 4.26%	2,618,730.47 2,618,730.47	97.59 3.76%	2,683,613.30 28,723.68	1.75% 64,882.83	Aa1/AA+ AA+	4.17 3.82
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	1,700,000.00	02/12/2025 4.49%	1,665,203.13 1,665,203.13	100.95 3.76%	1,716,203.13 11,456.52	1.12% 51,000.00	Aa1/AA+ AA+	4.34 3.92
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	3,000,000.00	03/24/2025 4.06%	2,976,679.69 2,976,679.69	100.44 3.76%	3,013,242.18 9,846.31	1.96% 36,562.49	Aa1/AA+ AA+	4.42 4.01
Total US Treasury		**53,750,000.00**	**3.84%**	**52,032,255.86** **52,032,255.86**	**98.99** **3.91%**	**53,199,871.93** **370,403.47**	**34.69%** **1,167,616.07**		**2.09** **1.94**
Total Portfolio		**153,696,100.71**	**4.31%**	**150,913,261.27** **150,913,261.27**	**98.91** **4.04%**	**153,376,376.64** **1,258,287.23**	**100.00%** **2,463,115.37**		**2.14** **1.80**
Total Market Value + Accrued						**154,634,663.87**			

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	06/02/2025	31846V567	2,376,275.00	FIRST AMER:GVT OBLG Z	1.000	4.20%	(2,376,275.00)	0.00	(2,376,275.00)	0.00
Purchase	06/03/2025	31846V567	7,977.63	FIRST AMER:GVT OBLG Z	1.000	4.20%	(7,977.63)	0.00	(7,977.63)	0.00
Purchase	06/05/2025	26444HAE1	1,000,000.00	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028	98.512	4.32%	(985,120.00)	(14,777.78)	(999,897.78)	0.00
Purchase	06/06/2025	31846V567	1,000,000.00	FIRST AMER:GVT OBLG Z	1.000	4.15%	(1,000,000.00)	0.00	(1,000,000.00)	0.00
Purchase	06/06/2025	31846V567	18,830.00	FIRST AMER:GVT OBLG Z	1.000	4.15%	(18,830.00)	0.00	(18,830.00)	0.00
Purchase	06/09/2025	31846V567	101,241.25	FIRST AMER:GVT OBLG Z	1.000	4.16%	(101,241.25)	0.00	(101,241.25)	0.00
Purchase	06/10/2025	87612EBU9	570,000.00	TARGET CORP 4.35 06/15/2028	99.999	4.35%	(569,994.30)	0.00	(569,994.30)	0.00
Purchase	06/10/2025	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030	99.998	4.33%	(1,209,979.91)	0.00	(1,209,979.91)	0.00
Purchase	06/11/2025	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029	99.991	4.36%	(584,947.18)	0.00	(584,947.18)	0.00
Purchase	06/12/2025	31846V567	47,500.00	FIRST AMER:GVT OBLG Z	1.000	4.16%	(47,500.00)	0.00	(47,500.00)	0.00
Purchase	06/16/2025	31846V567	1,167,448.46	FIRST AMER:GVT OBLG Z	1.000	4.16%	(1,167,448.46)	0.00	(1,167,448.46)	0.00
Purchase	06/16/2025	31846V567	28,437.91	FIRST AMER:GVT OBLG Z	1.000	4.16%	(28,437.91)	0.00	(28,437.91)	0.00
Purchase	06/18/2025	63743HFW7	1,500,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028	100.823	4.40%	(1,512,345.00)	(25,927.08)	(1,538,272.08)	0.00
Purchase	06/18/2025	31846V567	18,448.07	FIRST AMER:GVT OBLG Z	1.000	4.17%	(18,448.07)	0.00	(18,448.07)	0.00
Purchase	06/20/2025	31846V567	1,929.96	FIRST AMER:GVT OBLG Z	1.000	4.16%	(1,929.96)	0.00	(1,929.96)	0.00
Purchase	06/20/2025	31846V567	71,657.49	FIRST AMER:GVT OBLG Z	1.000	4.16%	(71,657.49)	0.00	(71,657.49)	0.00
Purchase	06/25/2025	31846V567	37,292.81	FIRST AMER:GVT OBLG Z	1.000		(37,292.81)	0.00	(37,292.81)	0.00
Purchase	06/25/2025	31846V567	174,130.63	FIRST AMER:GVT OBLG Z	1.000		(174,130.63)	0.00	(174,130.63)	0.00
Purchase	06/30/2025	31846V567	69,250.00	FIRST AMER:GVT OBLG Z	1.000	4.22%	(69,250.00)	0.00	(69,250.00)	0.00
Total Purchase			**9,985,419.21**				**(9,982,805.60)**	**(40,704.86)**	**(10,023,510.46)**	**0.00**
TOTAL ACQUISITIONS			**9,985,419.21**				**(9,982,805.60)**	**(40,704.86)**	**(10,023,510.46)**	**0.00**
DISPOSITIONS										

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Maturity	06/01/2025	438516CB0	(1,000,000.00)	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	100.000	2.31%	1,000,000.00	0.00	1,000,000.00	29,720.00
Maturity	06/06/2025	89115A2A9	(1,000,000.00)	TORONTO-DOMINION BANK 3.766 06/06/2025	100.000	3.70%	1,000,000.00	0.00	1,000,000.00	(1,830.00)
Maturity	06/15/2025	63743HFE7	(1,105,000.00)	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025	100.000	3.61%	1,105,000.00	0.00	1,105,000.00	5,026.35
Total Maturity			**(3,105,000.00)**				**3,105,000.00**	**0.00**	**3,105,000.00**	**32,916.35**
Sale	06/05/2025	31846V567	(8,691.93)	FIRST AMER:GVT OBLG Z	1.000	4.16%	8,691.93	0.00	8,691.93	0.00
Sale	06/05/2025	91282CAJ0	(1,000,000.00)	UNITED STATES TREASURY 0.25 08/31/2025	99.055	2.42%	990,546.88	(658.97)	991,205.85	61,718.75
Sale	06/10/2025	31846V567	(1,779,974.21)	FIRST AMER:GVT OBLG Z	1.000	4.16%	1,779,974.21	0.00	1,779,974.21	0.00
Sale	06/11/2025	31846V567	(584,947.18)	FIRST AMER:GVT OBLG Z	1.000	4.16%	584,947.18	0.00	584,947.18	0.00
Sale	06/18/2025	31846V567	(1,538,272.08)	FIRST AMER:GVT OBLG Z	1.000	4.17%	1,538,272.08	0.00	1,538,272.08	0.00
Sale	06/26/2025	31846V567	(1,000.00)	FIRST AMER:GVT OBLG Z	1.000	4.19%	1,000.00	0.00	1,000.00	0.00
Total Sale			**(4,912,885.40)**				**4,903,432.28**	**(658.97)**	**4,904,091.25**	**61,718.75**
TOTAL DISPOSITIONS			**(8,017,885.40)**				**8,008,432.28**	**(658.97)**	**8,009,091.25**	**94,635.10**
OTHER TRANSACTIONS										
Coupon	06/01/2025	3137FJEH8	0.00	FHMS K-081 A2 3.9 08/25/2028		4.94%	4,062.50	0.00	4,062.50	0.00
Coupon	06/01/2025	3137F4X72	0.00	FHMS K-075 A2 3.65 02/25/2028		4.92%	3,543.54	0.00	3,543.54	0.00
Coupon	06/01/2025	023135CN4	0.00	AMAZON.COM INC 4.6 12/01/2025		4.60%	9,775.00	0.00	9,775.00	0.00
Coupon	06/01/2025	3137HA4B9	0.00	FHMS K-751 A2 4.412 03/25/2030		4.37%	7,353.33	0.00	7,353.33	0.00
Coupon	06/01/2025	3137BSP72	0.00	FHMS K-058 A2 2.653 08/25/2026		4.35%	4,421.67	0.00	4,421.67	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	06/01/2025	3137FLMV3	0.00	FHMS K-090 A2 3.422 02/25/2029		4.30%	5,703.33	0.00	5,703.33	0.00
Coupon	06/01/2025	3137BTUM1	0.00	FHMS K-061 A2 3.347 11/25/2026		4.23%	2,421.98	0.00	2,421.98	0.00
Coupon	06/01/2025	3137FBU79	0.00	FHMS K-069 A2 3.187 09/25/2027		4.13%	3,263.35	0.00	3,263.35	0.00
Coupon	06/01/2025	3137FK4M5	0.00	FHMS K-085 A2 4.06 10/25/2028		4.12%	6,766.67	0.00	6,766.67	0.00
Coupon	06/01/2025	3137H5YC5	0.00	FHMS K-748 A2 2.26 01/25/2029		4.12%	2,825.00	0.00	2,825.00	0.00
Coupon	06/01/2025	3137BVZ82	0.00	FHMS K-063 A2 3.43 01/25/2027		4.09%	2,463.88	0.00	2,463.88	0.00
Coupon	06/01/2025	3137F1G44	0.00	FHMS K-065 A2 3.243 04/25/2027		4.08%	2,702.50	0.00	2,702.50	0.00
Coupon	06/01/2025	3137BM7C4	0.00	FHMS K-051 A2 3.308 09/25/2025		3.30%	2,927.86	0.00	2,927.86	0.00
Coupon	06/01/2025	438516CB0	0.00	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025		2.31%	6,750.00	0.00	6,750.00	0.00
Coupon	06/06/2025	89115A2A9	0.00	TORONTO-DOMINION BANK 3.766 06/06/2025		3.70%	18,830.00	0.00	18,830.00	0.00
Coupon	06/08/2025	48125LRU8	0.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		5.08%	40,241.25	0.00	40,241.25	0.00
Coupon	06/09/2025	3130AWC24	0.00	FEDERAL HOME LOAN BANKS 4.0 06/09/2028		4.49%	40,000.00	0.00	40,000.00	0.00
Coupon	06/09/2025	3130AVVX7	0.00	FEDERAL HOME LOAN BANKS 3.75 06/09/2028		4.00%	21,000.00	0.00	21,000.00	0.00
Coupon	06/12/2025	3130AWLZ1	0.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		4.78%	47,500.00	0.00	47,500.00	0.00
Coupon	06/15/2025	58770JAD6	0.00	MBALT 2024-A A3 5.32 01/18/2028		5.32%	1,551.67	0.00	1,551.67	0.00
Coupon	06/15/2025	02582JKH2	0.00	AMXCA 2024-1 A 5.23 04/16/2029		5.23%	2,789.33	0.00	2,789.33	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	06/15/2025	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	5,676.00	0.00	5,676.00	0.00
Coupon	06/15/2025	437918AC9	0.00	HAROT 2024-1 A3 5.21 08/15/2028		5.21%	5,427.08	0.00	5,427.08	0.00
Coupon	06/15/2025	47800RAD5	0.00	JDOT 2024 A3 4.96 11/15/2028		4.96%	1,384.67	0.00	1,384.67	0.00
Coupon	06/15/2025	58768YAD7	0.00	MBALT 2025-A A3 4.61 04/16/2029		4.61%	2,366.47	0.00	2,366.47	0.00
Coupon	06/15/2025	02582JKP4	0.00	AMXCA 2025-2 A 4.28 04/15/2030		4.28%	4,774.58	0.00	4,774.58	0.00
Coupon	06/15/2025	58769GAD5	0.00	MBALT 2024-B A3 4.23 02/15/2028		4.24%	1,921.13	0.00	1,921.13	0.00
Coupon	06/15/2025	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		4.23%	2,361.75	0.00	2,361.75	0.00
Coupon	06/15/2025	63743HFE7	0.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025		3.61%	19,061.25	0.00	19,061.25	0.00
Coupon	06/15/2025	47787JAC2	0.00	JDOT 2022 A3 2.32 09/15/2026		2.33%	100.47	0.00	100.47	0.00
Coupon	06/16/2025	362549AD9	0.00	GMCAR 2025-2 A3 4.28 04/16/2030		4.28%	1,407.64	0.00	1,407.64	0.00
Coupon	06/16/2025	36265WAD5	0.00	GMCAR 2022-3 A3 3.64 04/16/2027		3.64%	312.49	0.00	312.49	0.00
Coupon	06/16/2025	380146AC4	0.00	GMCAR 2022-1 A3 1.26 11/16/2026		1.26%	15.21	0.00	15.21	0.00
Coupon	06/16/2025	362554AC1	0.00	GMCAR 2021-4 A3 0.68 09/16/2026		0.68%	4.87	0.00	4.87	0.00
Coupon	06/18/2025	43815PAC3	0.00	HAROT 2022-2 A3 3.73 07/20/2026		3.73%	276.58	0.00	276.58	0.00
Coupon	06/20/2025	379929AD4	0.00	GMALT 2023-3 A3 5.38 11/20/2026		5.38%	880.37	0.00	880.37	0.00
Coupon	06/20/2025	58989V2F0	0.00	MET TOWER GLOBAL FUNDING 5.4 06/20/2026		5.38%	27,000.00	0.00	27,000.00	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	06/20/2025	36269FAD8	0.00	GMALT 2024-1 A3 5.09 03/22/2027		5.09%	1,929.96	0.00	1,929.96	0.00
Coupon	06/20/2025	362962AD4	0.00	GMALT 2025-2 A3 4.58 05/22/2028		4.58%	1,883.53	0.00	1,883.53	0.00
Coupon	06/20/2025	92348KDY6	0.00	VZMT 2025-3 A1A 4.51 03/20/2030		4.51%	3,946.25	0.00	3,946.25	0.00
Coupon	06/25/2025	05611UAD5	0.00	BMWLT 2024-1 A3 4.98 03/25/2027		5.19%	4,150.00	0.00	4,150.00	0.00
Coupon	06/25/2025	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	2,590.00	0.00	2,590.00	0.00
Coupon	06/25/2025	437076DB5	0.00	HOME DEPOT INC 4.875 06/25/2027		4.95%	18,037.50	0.00	18,037.50	0.00
Coupon	06/25/2025	05602RAD3	0.00	BMWOT 2022-A A3 3.21 08/25/2026		3.21%	114.88	0.00	114.88	0.00
Coupon	06/30/2025	912828YX2	0.00	UNITED STATES TREASURY 1.75 12/31/2026		3.96%	15,312.50	0.00	15,312.50	0.00
Coupon	06/30/2025	91282CEW7	0.00	UNITED STATES TREASURY 3.25 06/30/2027		3.87%	21,125.00	0.00	21,125.00	0.00
Coupon	06/30/2025	9128285T3	0.00	UNITED STATES TREASURY 2.625 12/31/2025		3.76%	32,812.50	0.00	32,812.50	0.00
Total Coupon			**0.00**				**411,765.54**	**0.00**	**411,765.54**	**0.00**
Custody Fee	06/26/2025	CCYUSD	(1,000.00)	Cash		0.00%	(1,000.00)	0.00	(1,000.00)	0.00
Total Custody Fee			**(1,000.00)**				**(1,000.00)**	**0.00**	**(1,000.00)**	**0.00**
Principal Paydown	06/01/2025	3137BTUM1	1,769.31	FHMS K-061 A2 3.347 11/25/2026		4.23%	1,769.31	--	1,769.31	63.52
Principal Paydown	06/01/2025	3137FBU79	2,039.03	FHMS K-069 A2 3.187 09/25/2027		4.13%	2,039.03	--	2,039.03	80.37
Principal Paydown	06/01/2025	3137BM7C4	121,866.68	FHMS K-051 A2 3.308 09/25/2025		3.30%	121,866.68	--	121,866.68	257.06
Principal Paydown	06/15/2025	47787JAC2	9,515.53	JDOT 2022 A3 2.32 09/15/2026		2.33%	9,515.53	--	9,515.53	2.10
Principal Paydown	06/16/2025	36265WAD5	16,390.80	GMCAR 2022-3 A3 3.64 04/16/2027		3.64%	16,390.80	--	16,390.80	0.12

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Principal Paydown	06/16/2025	380146AC4	7,861.28	GMCAR 2022-1 A3 1.26 11/16/2026		1.26%	7,861.28	--	7,861.28	0.68
Principal Paydown	06/16/2025	362554AC1	7,964.15	GMCAR 2021-4 A3 0.68 09/16/2026		0.68%	7,964.15	--	7,964.15	0.20
Principal Paydown	06/18/2025	43815PAC3	18,171.49	HAROT 2022-2 A3 3.73 07/20/2026		3.73%	18,171.49	--	18,171.49	1.08
Principal Paydown	06/20/2025	379929AD4	37,947.34	GMALT 2023-3 A3 5.38 11/20/2026		5.38%	37,947.34	--	37,947.34	4.55
Principal Paydown	06/25/2025	05602RAD3	12,400.43	BMWOT 2022-A A3 3.21 08/25/2026		3.21%	12,400.43	--	12,400.43	0.65
Total Principal Paydown			**235,926.04**				**235,926.04**	**--**	**235,926.04**	**410.33**
TOTAL OTHER TRANSACTIONS			**234,926.04**				**646,691.58**	**0.00**	**646,691.58**	**410.33**

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V567	FIRST AMER:GVT OBLG Z	1,393,263.96	185,730.15 5,120,419.21 (3,912,885.40) 1,393,263.96	0.00 7,977.63 0.00 7,977.63	0.00 0.00 0.00 7,977.63	7,977.63
CCYUSD	Receivable	6,208.24	1,367,727.63 0.00 0.00 6,208.24	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**1,399,472.20**	**1,553,457.78** **5,120,419.21** **(3,912,885.40)** **1,399,472.20**	**0.00** **7,977.63** **0.00** **7,977.63**	**0.00** **0.00** **0.00** **7,977.63**	**7,977.63**
FIXED INCOME						
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	09/13/2023 09/15/2023 1,000,000.00	954,220.00 0.00 0.00 954,220.00	2,605.56 0.00 5,397.22 2,791.67	0.00 0.00 0.00 2,791.67	2,791.67
009158AY2	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027	02/09/2024 02/13/2024 1,500,000.00	1,371,945.00 0.00 0.00 1,371,945.00	1,233.33 0.00 3,545.83 2,312.50	0.00 0.00 0.00 2,312.50	2,312.50
023135BC9	AMAZON.COM INC 3.15 08/22/2027	07/30/2024 07/30/2024 1,000,000.00	960,450.00 0.00 0.00 960,450.00	8,662.50 0.00 11,287.50 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00
023135CN4	AMAZON.COM INC 4.6 12/01/2025	11/29/2022 12/01/2022 425,000.00	424,974.50 0.00 0.00 424,974.50	9,775.00 9,775.00 1,629.17 1,629.17	0.00 0.00 0.00 1,629.17	1,629.17
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	04/16/2024 04/23/2024 640,000.00	639,868.80 0.00 0.00 639,868.80	1,487.64 2,789.33 1,487.64 2,789.33	0.00 0.00 0.00 2,789.33	2,789.33

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
02582JKP4	AMXCA 2025-2 A 4.28 04/15/2030	05/06/2025 05/13/2025 1,255,000.00	1,254,977.28 0.00 0.00 1,254,977.28	2,685.70 4,774.58 2,387.29 4,476.17	0.00 0.00 0.00 4,476.17	4,476.17
037833BY5	APPLE INC 3.25 02/23/2026	02/22/2023 02/28/2023 1,000,000.00	959,390.00 0.00 0.00 959,390.00	8,847.22 0.00 11,555.56 2,708.33	0.00 0.00 0.00 2,708.33	2,708.33
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	05/10/2022 05/18/2022 30,544.51	42,942.70 0.00 (12,399.78) 30,542.92	22.98 114.88 16.34 108.25	0.00 0.00 0.00 108.25	108.25
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	06/20/2024 06/21/2024 1,000,000.00	994,687.50 0.00 0.00 994,687.50	830.00 4,150.00 830.00 4,150.00	0.00 0.00 0.00 4,150.00	4,150.00
06368MJG0	BANK OF MONTREAL 5.004 01/27/2029	01/24/2025 01/27/2025 1,500,000.00	1,501,860.00 0.00 0.00 1,501,860.00	25,854.00 0.00 32,109.00 6,255.00	0.00 0.00 0.00 6,255.00	6,255.00
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	09/13/2023 09/15/2023 1,000,000.00	998,810.00 0.00 0.00 998,810.00	15,810.50 0.00 20,415.50 4,605.00	0.00 0.00 0.00 4,605.00	4,605.00
09290DAH4	BLACKROCK INC 4.6 07/26/2027	07/18/2024 07/26/2024 750,000.00	750,645.00 0.00 0.00 750,645.00	11,979.17 0.00 14,854.17 2,875.00	0.00 0.00 0.00 2,875.00	2,875.00
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	06/04/2024 06/11/2024 600,000.00	599,908.86 0.00 0.00 599,908.86	518.00 2,590.00 518.00 2,590.00	0.00 0.00 0.00 2,590.00	2,590.00
14913R2Z9	CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025	08/08/2022 08/12/2022 1,375,000.00	1,373,336.25 0.00 0.00 1,373,336.25	15,195.66 0.00 19,377.95 4,182.29	0.00 0.00 0.00 4,182.29	4,182.29

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 1,320,000.00	1,319,634.10 0.00 0.00 1,319,634.10	3,027.20 5,676.00 3,027.20 5,676.00	0.00 0.00 0.00 5,676.00	5,676.00
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	02/29/2024 03/04/2024 1,500,000.00	1,500,810.00 0.00 0.00 1,500,810.00	19,000.00 0.00 25,000.00 6,000.00	0.00 0.00 0.00 6,000.00	6,000.00
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	01/10/2024 01/17/2024 1,000,000.00	999,460.00 0.00 0.00 999,460.00	17,875.00 0.00 21,625.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	01/06/2025 01/09/2025 700,000.00	699,790.00 0.00 0.00 699,790.00	12,839.17 0.00 15,551.67 2,712.50	0.00 0.00 0.00 2,712.50	2,712.50
26442UAA2	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	06/23/2022 06/27/2022 1,000,000.00	990,710.00 0.00 0.00 990,710.00	9,569.44 0.00 12,277.78 2,708.33	0.00 0.00 0.00 2,708.33	2,708.33
26444HAE1	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028	06/04/2025 06/05/2025 1,000,000.00	0.00 985,120.00 0.00 985,120.00	0.00 (14,777.78) 17,522.22 2,744.44	0.00 0.00 0.00 2,744.44	2,744.44
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	03/24/2025 03/25/2025 3,000,000.00	3,039,480.00 0.00 0.00 3,039,480.00	30,375.00 0.00 41,625.00 11,250.00	0.00 0.00 0.00 11,250.00	11,250.00
3130AVVX7	FEDERAL HOME LOAN BANKS 3.75 06/09/2028	06/07/2023 06/09/2023 1,120,000.00	1,107,243.20 0.00 0.00 1,107,243.20	20,066.67 21,000.00 2,566.67 3,500.00	0.00 0.00 0.00 3,500.00	3,500.00
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	07/06/2023 07/10/2023 2,000,000.00	1,956,940.00 0.00 0.00 1,956,940.00	38,222.22 40,000.00 4,888.89 6,666.67	0.00 0.00 0.00 6,666.67	6,666.67

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	08/16/2023 08/17/2023 2,000,000.00	1,998,620.00 0.00 0.00 1,998,620.00	44,597.22 47,500.00 5,013.89 7,916.67	0.00 0.00 0.00 7,916.67	7,916.67
3130AWTQ3	FEDERAL HOME LOAN BANKS 4.625 09/11/2026	4,500,000.00	4,476,030.00 0.00 0.00 4,476,030.00	46,250.00 0.00 63,593.75 17,343.75	0.00 0.00 0.00 17,343.75	17,343.75
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	11/30/2023 12/01/2023 1,750,000.00	1,754,427.50 0.00 0.00 1,754,427.50	3,147.57 0.00 9,892.36 6,744.79	0.00 0.00 0.00 6,744.79	6,744.79
3130AYPN0	FEDERAL HOME LOAN BANKS 4.125 01/15/2027	01/30/2024 01/31/2024 2,000,000.00	1,995,560.00 0.00 0.00 1,995,560.00	31,166.67 0.00 38,041.67 6,875.00	0.00 0.00 0.00 6,875.00	6,875.00
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	04/10/2024 04/15/2024 1,500,000.00	1,496,115.00 0.00 0.00 1,496,115.00	10,291.67 0.00 16,229.17 5,937.50	0.00 0.00 0.00 5,937.50	5,937.50
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	04/08/2024 04/09/2024 1,000,000.00	995,520.00 0.00 0.00 995,520.00	8,125.00 0.00 11,875.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026	08/09/2023 08/14/2023 2,405,000.00	2,399,468.50 0.00 0.00 2,399,468.50	32,166.88 0.00 41,185.63 9,018.75	0.00 0.00 0.00 9,018.75	9,018.75
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	01/24/2024 01/25/2024 1,400,000.00	1,392,860.00 0.00 0.00 1,392,860.00	20,693.75 0.00 25,506.25 4,812.50	0.00 0.00 0.00 4,812.50	4,812.50
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	10/12/2023 10/16/2023 2,000,000.00	1,981,460.00 0.00 0.00 1,981,460.00	17,250.00 0.00 24,750.00 7,500.00	0.00 0.00 0.00 7,500.00	7,500.00

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3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	11/09/2023 11/10/2023 2,000,000.00	2,007,480.00 0.00 0.00 2,007,480.00	33,611.11 0.00 41,944.44 8,333.33	0.00 0.00 0.00 8,333.33	8,333.33
3133ERDZ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026	05/20/2024 05/21/2024 1,000,000.00	997,690.00 0.00 0.00 997,690.00	3,034.72 0.00 6,993.06 3,958.33	0.00 0.00 0.00 3,958.33	3,958.33
3133ERFJ5	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027	05/20/2024 05/21/2024 1,000,000.00	994,830.00 0.00 0.00 994,830.00	1,375.00 0.00 5,125.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
3137BM7C4	FHMS K-051 A2 3.308 09/25/2025	06/23/2022 06/28/2022 940,236.59	1,059,862.89 0.00 (121,609.62) 938,253.28	2,927.86 2,927.86 2,591.92 2,591.91	0.00 0.00 0.00 2,591.91	2,591.91
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	02/09/2023 02/14/2023 2,000,000.00	1,890,546.88 0.00 0.00 1,890,546.88	4,421.67 4,421.67 4,421.67 4,421.67	0.00 0.00 0.00 4,421.67	4,421.67
3137BTUM1	FHMS K-061 A2 3.347 11/25/2026	09/22/2022 09/27/2022 866,584.60	837,181.37 0.00 (1,705.79) 835,475.57	2,421.98 2,421.98 2,417.05 2,417.05	0.00 0.00 0.00 2,417.05	2,417.05
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	862,000.00	839,600.51 0.00 0.00 839,600.51	2,463.88 2,463.88 2,463.88 2,463.88	0.00 0.00 0.00 2,463.88	2,463.88
3137F1G44	FHMS K-065 A2 3.243 04/25/2027	09/19/2022 09/22/2022 1,000,000.00	965,468.75 0.00 0.00 965,468.75	2,702.50 2,702.50 2,702.50 2,702.50	0.00 0.00 0.00 2,702.50	2,702.50
3137F4X72	FHMS K-075 A2 3.65 02/25/2028	09/14/2023 09/19/2023 1,165,000.00	1,107,478.13 0.00 0.00 1,107,478.13	3,543.54 3,543.54 3,543.54 3,543.54	0.00 0.00 0.00 3,543.54	3,543.54

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3137FBU79	FHMS K-069 A2 3.187 09/25/2027	05/18/2023 05/23/2023 1,226,707.43	1,180,316.57 0.00 (1,958.66) 1,178,357.91	3,263.35 3,263.35 3,257.93 3,257.93	0.00 0.00 0.00 3,257.93	3,257.93
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	05/28/2024 05/31/2024 1,250,000.00	1,197,265.63 0.00 0.00 1,197,265.63	4,062.50 4,062.50 4,062.50 4,062.50	0.00 0.00 0.00 4,062.50	4,062.50
3137FK4M5	FHMS K-085 A2 4.06 10/25/2028	05/07/2025 05/12/2025 2,000,000.00	1,990,703.13 0.00 0.00 1,990,703.13	6,766.67 6,766.67 6,766.67 6,766.67	0.00 0.00 0.00 6,766.67	6,766.67
3137FLMV3	FHMS K-090 A2 3.422 02/25/2029	03/27/2025 03/31/2025 2,000,000.00	1,932,500.00 0.00 0.00 1,932,500.00	5,703.33 5,703.33 5,703.33 5,703.33	0.00 0.00 0.00 5,703.33	5,703.33
3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	08/19/2024 08/22/2024 1,500,000.00	1,385,332.03 0.00 0.00 1,385,332.03	2,825.00 2,825.00 2,825.00 2,825.00	0.00 0.00 0.00 2,825.00	2,825.00
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	03/26/2025 03/31/2025 2,000,000.00	1,997,890.63 0.00 0.00 1,997,890.63	7,353.33 7,353.33 7,353.33 7,353.33	0.00 0.00 0.00 7,353.33	7,353.33
341081GN1	FLORIDA POWER & LIGHT CO 4.4 05/15/2028	05/22/2023 05/24/2023 1,500,000.00	1,484,025.00 0.00 0.00 1,484,025.00	2,933.33 0.00 8,433.33 5,500.00	0.00 0.00 0.00 5,500.00	5,500.00
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	05/06/2025 05/14/2025 370,000.00	369,945.54 0.00 0.00 369,945.54	747.81 1,407.64 659.83 1,319.66	0.00 0.00 0.00 1,319.66	1,319.66
362554AC1	GMCAR 2021-4 A3 0.68 09/16/2026	10/13/2021 10/21/2021 630.10	8,594.03 0.00 (7,963.95) 630.08	2.44 4.87 0.18 2.61	0.00 0.00 0.00 2.61	2.61

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36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	07/06/2022 07/13/2022 86,628.82	103,018.91 0.00 (16,390.68) 86,628.22	156.25 312.49 131.39 287.63	0.00 0.00 0.00 287.63	287.63
36269FAD8	GMALT 2024-1 A3 5.09 03/22/2027	02/08/2024 02/15/2024 455,000.00	454,943.13 0.00 0.00 454,943.13	707.65 1,929.96 707.65 1,929.96	0.00 0.00 0.00 1,929.96	1,929.96
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	05/20/2025 05/29/2025 705,000.00	704,988.30 0.00 0.00 704,988.30	179.38 1,883.53 986.61 2,690.76	0.00 0.00 0.00 2,690.76	2,690.76
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	08/08/2023 08/16/2023 158,417.48	196,341.27 0.00 (37,942.79) 158,398.48	322.80 880.37 260.42 817.99	0.00 0.00 0.00 817.99	817.99
380146AC4	GMCAR 2022-1 A3 1.26 11/16/2026	01/11/2022 01/19/2022 6,619.77	14,479.79 0.00 (7,860.60) 6,619.20	7.60 15.21 3.48 11.08	0.00 0.00 0.00 11.08	11.08
437076CR1	HOME DEPOT INC 4.0 09/15/2025	09/14/2022 09/19/2022 1,000,000.00	996,380.00 0.00 0.00 996,380.00	8,444.44 0.00 11,777.78 3,333.33	0.00 0.00 0.00 3,333.33	3,333.33
437076DB5	HOME DEPOT INC 4.875 06/25/2027	06/25/2024 740,000.00	738,545.60 0.00 0.00 738,545.60	15,632.50 18,037.50 601.25 3,006.25	0.00 0.00 0.00 3,006.25	3,006.25
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	02/13/2024 02/21/2024 1,250,000.00	1,249,945.63 0.00 0.00 1,249,945.63	2,894.44 5,427.08 2,894.44 5,427.08	0.00 0.00 0.00 5,427.08	5,427.08
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	08/15/2022 08/24/2022 70,807.45	88,973.64 0.00 (18,170.41) 70,803.23	119.85 276.58 95.37 252.10	0.00 0.00 0.00 252.10	252.10

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438516CB0	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	03/09/2022 03/11/2022 0.00	970,280.00 0.00 (970,280.00) 0.00	6,750.00 6,750.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
44935XAD7	HART 2025-B A3 4.36 12/17/2029	06/03/2025 06/11/2025 585,000.00	0.00 584,947.18 0.00 584,947.18	0.00 0.00 1,417.00 1,417.00	0.00 0.00 0.00 1,417.00	1,417.00
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 500,000.00	483,115.00 0.00 0.00 483,115.00	6,756.94 0.00 8,215.28 1,458.33	0.00 0.00 0.00 1,458.33	1,458.33
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	04/29/2025 05/06/2025 1,335,000.00	1,332,036.30 0.00 0.00 1,332,036.30	3,360.68 0.00 7,393.49 4,032.81	0.00 0.00 0.00 4,032.81	4,032.81
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	03/10/2022 03/16/2022 42,451.76	51,955.81 0.00 (9,513.43) 42,442.37	53.58 100.47 43.77 90.66	0.00 0.00 0.00 90.66	90.66
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	03/04/2025 03/11/2025 670,000.00	669,957.86 0.00 0.00 669,957.86	1,259.60 2,361.75 1,259.60 2,361.75	0.00 0.00 0.00 2,361.75	2,361.75
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	03/11/2024 03/19/2024 335,000.00	334,981.24 0.00 0.00 334,981.24	738.49 1,384.67 738.49 1,384.67	0.00 0.00 0.00 1,384.67	1,384.67
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	12/08/2023 1,575,000.00	1,576,460.00 0.00 0.00 1,576,460.00	38,676.31 40,241.25 5,141.94 6,706.88	0.00 0.00 0.00 6,706.88	6,706.88
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	08/22/2024 08/23/2024 1,250,000.00	1,251,637.50 0.00 0.00 1,251,637.50	15,418.40 0.00 19,741.32 4,322.92	0.00 0.00 0.00 4,322.92	4,322.92

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57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	03/20/2025 03/27/2025 1,340,000.00	1,338,405.40 0.00 0.00 1,338,405.40	10,600.89 0.00 15,570.06 4,969.17	0.00 0.00 0.00 4,969.17	4,969.17
57629W6F2	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	04/04/2023 04/12/2023 750,000.00	749,482.50 0.00 0.00 749,482.50	4,781.25 0.00 7,593.75 2,812.50	0.00 0.00 0.00 2,812.50	2,812.50
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	05/14/2025 05/21/2025 770,000.00	769,906.14 0.00 0.00 769,906.14	986.03 2,366.47 1,577.64 2,958.09	0.00 0.00 0.00 2,958.09	2,958.09
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	09/17/2024 09/25/2024 545,000.00	544,908.28 0.00 0.00 544,908.28	1,024.60 1,921.13 1,024.60 1,921.13	0.00 0.00 0.00 1,921.13	1,921.13
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	05/17/2024 05/23/2024 350,000.00	349,959.05 0.00 0.00 349,959.05	827.56 1,551.67 827.56 1,551.67	0.00 0.00 0.00 1,551.67	1,551.67
58989V2F0	MET TOWER GLOBAL FUNDING 5.4 06/20/2026	06/12/2023 06/20/2023 1,000,000.00	1,000,440.00 0.00 0.00 1,000,440.00	24,150.00 27,000.00 1,650.00 4,500.00	0.00 0.00 0.00 4,500.00	4,500.00
61747YET8	MORGAN STANLEY 4.679 07/17/2026	09/14/2022 09/16/2022 1,000,000.00	994,030.00 0.00 0.00 994,030.00	17,416.28 0.00 21,315.44 3,899.17	0.00 0.00 0.00 3,899.17	3,899.17
63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025	0.00	1,099,973.65 0.00 (1,099,973.65) 0.00	17,578.71 19,061.25 0.00 1,482.54	0.00 0.00 0.00 1,482.54	1,482.54
63743HFW7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028	06/17/2025 06/18/2025 1,500,000.00	0.00 1,512,345.00 0.00 1,512,345.00	0.00 (25,927.08) 28,500.00 2,572.92	0.00 0.00 0.00 2,572.92	2,572.92

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64952WFJ7	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027	09/25/2024 10/01/2024 1,000,000.00	999,820.00 0.00 0.00 999,820.00	6,500.00 0.00 9,750.00 3,250.00	0.00 0.00 0.00 3,250.00	3,250.00
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	09/14/2022 09/16/2022 1,000,000.00	990,460.00 0.00 0.00 990,460.00	2,333.33 0.00 5,666.67 3,333.33	0.00 0.00 0.00 3,333.33	3,333.33
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	1,450,000.00	1,451,925.00 0.00 0.00 1,451,925.00	22,577.71 0.00 28,679.79 6,102.08	0.00 0.00 0.00 6,102.08	6,102.08
713448FW3	PEPSICO INC 5.125 11/10/2026	11/08/2023 11/10/2023 510,000.00	509,862.30 0.00 0.00 509,862.30	1,524.69 0.00 3,702.81 2,178.13	0.00 0.00 0.00 2,178.13	2,178.13
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	06/22/2023 06/26/2023 750,000.00	715,005.00 0.00 0.00 715,005.00	2,312.50 0.00 4,625.00 2,312.50	0.00 0.00 0.00 2,312.50	2,312.50
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	01/10/2024 01/19/2024 1,245,000.00	1,244,688.75 0.00 0.00 1,244,688.75	22,254.38 0.00 27,312.19 5,057.81	0.00 0.00 0.00 5,057.81	5,057.81
857477CL5	STATE STREET CORP 4.993 03/18/2027	03/13/2024 03/18/2024 1,210,000.00	1,210,000.00 0.00 0.00 1,210,000.00	12,250.88 0.00 17,285.49 5,034.61	0.00 0.00 0.00 5,034.61	5,034.61
87612EBU9	TARGET CORP 4.35 06/15/2028	06/05/2025 06/10/2025 570,000.00	0.00 569,994.30 0.00 569,994.30	0.00 0.00 1,446.38 1,446.38	0.00 0.00 0.00 1,446.38	1,446.38
89115A2A9	TORONTO-DOMINION BANK 3.766 06/06/2025	06/02/2022 06/08/2022 0.00	1,001,830.00 0.00 (1,001,830.00) 0.00	18,306.94 18,830.00 0.00 523.06	0.00 0.00 0.00 523.06	523.06

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89236TKJ3	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027	06/20/2024 06/21/2024 1,000,000.00	989,900.00 0.00 0.00 989,900.00	8,973.61 0.00 12,765.28 3,791.67	0.00 0.00 0.00 3,791.67	3,791.67
90331HPS6	US BANK NA 4.73 05/15/2028	05/12/2025 05/15/2025 1,330,000.00	1,330,000.00 0.00 0.00 1,330,000.00	2,795.96 0.00 8,038.37 5,242.42	0.00 0.00 0.00 5,242.42	5,242.42
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	06/07/2023 06/09/2023 1,400,000.00	1,298,937.50 0.00 0.00 1,298,937.50	1,455.16 0.00 4,023.10 2,567.93	0.00 0.00 0.00 2,567.93	2,567.93
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	09/27/2024 09/30/2024 2,750,000.00	2,684,257.81 0.00 0.00 2,684,257.81	22,144.34 0.00 28,411.60 6,267.27	0.00 0.00 0.00 6,267.27	6,267.27
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	11/12/2024 11/15/2024 2,500,000.00	2,374,804.69 0.00 0.00 2,374,804.69	21,046.27 0.00 27,002.76 5,956.49	0.00 0.00 0.00 5,956.49	5,956.49
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	3,250,000.00	3,259,882.81 0.00 0.00 3,259,882.81	16,516.39 0.00 24,508.20 7,991.80	0.00 0.00 0.00 7,991.80	7,991.80
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	06/23/2022 06/24/2022 2,500,000.00	2,498,632.81 0.00 0.00 2,498,632.81	6,521.74 0.00 12,635.87 6,114.13	0.00 0.00 0.00 6,114.13	6,114.13
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	04/22/2024 04/23/2024 2,000,000.00	1,870,625.00 0.00 0.00 1,870,625.00	2,887.23 0.00 7,982.34 5,095.11	0.00 0.00 0.00 5,095.11	5,095.11
9128285T3	UNITED STATES TREASURY 2.625 12/31/2025	09/14/2022 09/15/2022 2,500,000.00	2,412,792.97 0.00 0.00 2,412,792.97	27,555.25 32,812.50 178.33 5,435.58	0.00 0.00 0.00 5,435.58	5,435.58

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9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	09/14/2022 09/15/2022 2,500,000.00	2,377,832.03 0.00 0.00 2,377,832.03	9,528.69 0.00 14,139.34 4,610.66	0.00 0.00 0.00 4,610.66	4,610.66
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	06/23/2022 06/24/2022 2,500,000.00	2,431,152.34 0.00 0.00 2,431,152.34	2,598.51 0.00 7,184.10 4,585.60	0.00 0.00 0.00 4,585.60	4,585.60
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	09/13/2023 09/14/2023 3,000,000.00	2,767,031.25 0.00 0.00 2,767,031.25	2,771.74 0.00 7,663.04 4,891.30	0.00 0.00 0.00 4,891.30	4,891.30
912828YX2	UNITED STATES TREASURY 1.75 12/31/2026	12/27/2023 12/28/2023 1,750,000.00	1,641,240.23 0.00 0.00 1,641,240.23	12,859.12 15,312.50 83.22 2,536.60	0.00 0.00 0.00 2,536.60	2,536.60
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	10/14/2021 10/15/2021 0.00	0.00 0.00 0.00 0.00	0.00 1,625.00 0.00 1,625.00	0.00 0.00 0.00 1,625.00	1,625.00
91282CAB7	UNITED STATES TREASURY 0.25 07/31/2025	12/02/2021 12/03/2021 2,000,000.00	1,942,031.25 0.00 0.00 1,942,031.25	1,671.27 0.00 2,085.64 414.36	0.00 0.00 0.00 414.36	414.36
91282CAJ0	UNITED STATES TREASURY 0.25 08/31/2025	03/22/2022 03/23/2022 0.00	928,828.13 0.00 (928,828.13) 0.00	631.79 658.97 0.00 27.18	0.00 0.00 0.00 27.18	27.18
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	11/17/2022 11/18/2022 2,500,000.00	2,349,414.06 0.00 0.00 2,349,414.06	10,587.43 0.00 15,710.38 5,122.95	0.00 0.00 0.00 5,122.95	5,122.95
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	12/12/2022 12/13/2022 1,300,000.00	1,266,687.50 0.00 0.00 1,266,687.50	17,740.33 21,125.00 114.81 3,499.48	0.00 0.00 0.00 3,499.48	3,499.48

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	07/26/2023 07/27/2023 2,000,000.00	1,887,109.38 0.00 0.00 1,887,109.38	18,383.98 0.00 22,941.99 4,558.01	0.00 0.00 0.00 4,558.01	4,558.01
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	01/24/2023 01/25/2023 2,500,000.00	2,445,117.19 0.00 0.00 2,445,117.19	19,743.55 0.00 26,112.43 6,368.89	0.00 0.00 0.00 6,368.89	6,368.89
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	12/17/2024 12/20/2024 2,750,000.00	2,618,730.47 0.00 0.00 2,618,730.47	21,717.90 0.00 28,723.68 7,005.77	0.00 0.00 0.00 7,005.77	7,005.77
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	02/22/2023 02/28/2023 1,600,000.00	1,595,500.00 0.00 0.00 1,595,500.00	11,180.33 0.00 16,590.16 5,409.84	0.00 0.00 0.00 5,409.84	5,409.84
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	02/12/2025 02/14/2025 1,700,000.00	1,665,203.13 0.00 0.00 1,665,203.13	5,913.04 0.00 11,456.52 5,543.48	0.00 0.00 0.00 5,543.48	5,543.48
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	03/24/2025 03/25/2025 3,000,000.00	2,976,679.69 0.00 0.00 2,976,679.69	317.62 58,125.00 9,846.31 67,653.69	0.00 0.00 0.00 67,653.69	67,653.69
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	11/26/2024 11/27/2024 1,500,000.00	1,467,070.31 0.00 0.00 1,467,070.31	17,548.34 0.00 21,899.17 4,350.83	0.00 0.00 0.00 4,350.83	4,350.83
91282CGV7	UNITED STATES TREASURY 3.75 04/15/2026	03/20/2024 03/21/2024 2,000,000.00	1,965,703.13 0.00 0.00 1,965,703.13	9,631.15 0.00 15,778.69 6,147.54	0.00 0.00 0.00 6,147.54	6,147.54
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	01/30/2025 01/31/2025 2,250,000.00	2,244,726.56 0.00 0.00 2,244,726.56	24,166.10 0.00 31,961.62 7,795.52	0.00 0.00 0.00 7,795.52	7,795.52

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	10/29/2024 10/31/2024 2,000,000.00	1,991,093.75 0.00 0.00 1,991,093.75	26,740.33 0.00 33,370.17 6,629.83	0.00 0.00 0.00 6,629.83	6,629.83
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	07/30/2024 07/31/2024 1,250,000.00	1,189,300.00 0.00 0.00 1,189,300.00	4,711.81 0.00 7,784.72 3,072.92	0.00 0.00 0.00 3,072.92	3,072.92
92348KDY6	VZMT 2025-3 A1A 4.51 03/20/2030	03/25/2025 03/31/2025 1,050,000.00	1,049,954.85 0.00 0.00 1,049,954.85	1,446.96 3,946.25 1,446.96 3,946.25	0.00 0.00 0.00 3,946.25	3,946.25
92970QAJ4	WFCIT 2025-1 A 4.34 05/15/2030	06/03/2025 06/10/2025 1,210,000.00	0.00 1,209,979.91 0.00 1,209,979.91	0.00 0.00 3,063.32 3,063.32	0.00 0.00 0.00 3,063.32	3,063.32
Total Fixed Income		**152,296,628.51**	**148,887,830.17** **4,862,386.39** **(4,236,427.49)** **149,513,789.07**	**1,157,021.34** **431,469.65** **1,258,287.23** **532,735.54**	**0.00** **0.00** **0.00** **532,735.54**	**532,735.54**
TOTAL PORTFOLIO		**153,696,100.71**	**150,441,287.95** **9,982,805.60** **(8,149,312.89)** **150,913,261.27**	**1,157,021.34** **439,447.28** **1,258,287.23** **540,713.17**	**0.00** **0.00** **0.00** **540,713.17**	**540,713.17**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JUNE 2025							
06/30/2025	Coupon	912828YX2	0.00	UNITED STATES TREASURY 1.75 12/31/2026		15,312.50	15,312.50
06/30/2025	Coupon	9128285T3	0.00	UNITED STATES TREASURY 2.625 12/31/2025		32,812.50	32,812.50
06/30/2025	Coupon	91282CEW7	0.00	UNITED STATES TREASURY 3.25 06/30/2027		21,125.00	21,125.00
June 2025 Total						**69,250.00**	**69,250.00**
JULY 2025							
07/01/2025	Dividend	31846V567	1,393,263.96	FIRST AMER:GVT OBLG Z	6,208.24		6,208.24
07/07/2025	Coupon	24422EXZ7	700,000.00	JOHN DEERE CAPITAL CORP 4.65 01/07/2028		16,094.17	16,094.17
07/08/2025	Coupon	24422EXF1	1,000,000.00	JOHN DEERE CAPITAL CORP 4.5 01/08/2027		22,500.00	22,500.00
07/14/2025	Coupon	459058KT9	500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		8,750.00	8,750.00
07/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
07/15/2025	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
07/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
07/15/2025	Coupon	26444HAE1	1,000,000.00	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028		19,000.00	19,000.00
07/15/2025	Coupon	3130AYPN0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.125 01/15/2027		41,250.00	41,250.00
07/15/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,427.08	5,427.08
07/15/2025	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,408.90	2,408.90
07/15/2025	Coupon	47787JAC2	42,451.76	JDOT 2022 A3 2.32 09/15/2026		82.83	82.83
07/15/2025	Principal Paydown	47787JAC2	42,451.76	JDOT 2022 A3 2.32 09/15/2026	12,446.79		12,446.79
07/15/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
07/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
07/15/2025	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
07/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
07/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
07/15/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		5,105.53	5,105.53
07/16/2025	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
07/16/2025	Coupon	362554AC1	630.10	GMCAR 2021-4 A3 0.68 09/16/2026		5.72	5.72
07/16/2025	Principal Paydown	362554AC1	630.10	GMCAR 2021-4 A3 0.68 09/16/2026	7,221.92		7,221.92
07/16/2025	Coupon	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027		281.60	281.60
07/16/2025	Principal Paydown	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027	14,863.35		14,863.35

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/16/2025	Coupon	380146AC4	6,619.77	GMCAR 2022-1 A3 1.26 11/16/2026		10.57	10.57
07/16/2025	Principal Paydown	380146AC4	6,619.77	GMCAR 2022-1 A3 1.26 11/16/2026	7,137.84		7,137.84
07/17/2025	Coupon	61747YET8	1,000,000.00	MORGAN STANLEY 4.679 07/17/2026		23,395.00	23,395.00
07/17/2025	Effective Maturity	61747YET8	1,000,000.00	MORGAN STANLEY 4.679 07/17/2026	1,000,000.00		1,000,000.00
07/18/2025	Coupon	43815PAC3	70,807.45	HAROT 2022-2 A3 3.73 07/20/2026		220.09	220.09
07/18/2025	Principal Paydown	43815PAC3	70,807.45	HAROT 2022-2 A3 3.73 07/20/2026	15,356.80		15,356.80
07/21/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,929.96	1,929.96
07/21/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
07/21/2025	Coupon	379929AD4	158,417.48	GMALT 2023-3 A3 5.38 11/20/2026		739.53	739.53
07/21/2025	Principal Paydown	379929AD4	158,417.48	GMALT 2023-3 A3 5.38 11/20/2026	32,769.64		32,769.64
07/21/2025	Coupon	78016HZT0	1,245,000.00	ROYAL BANK OF CANADA 4.875 01/19/2027		30,346.88	30,346.88
07/21/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
07/22/2025	Coupon	3133EPW68	1,400,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026		28,875.00	28,875.00
07/25/2025	Coupon	05602RAD3	30,544.51	BMWOT 2022-A A3 3.21 08/25/2026		81.71	81.71
07/25/2025	Principal Paydown	05602RAD3	30,544.51	BMWOT 2022-A A3 3.21 08/25/2026	11,305.38		11,305.38
07/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		4,150.00	4,150.00
07/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
07/25/2025	Coupon	3137BM7C4	940,236.59	FHMS K-051 A2 3.308 09/25/2025		2,591.92	2,591.92
07/25/2025	Principal Paydown	3137BM7C4	940,236.59	FHMS K-051 A2 3.308 09/25/2025	71,276.25		71,276.25
07/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
07/25/2025	Coupon	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026		2,417.05	2,417.05
07/25/2025	Principal Paydown	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026	1,878.79		1,878.79
07/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
07/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
07/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
07/25/2025	Coupon	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027		3,257.93	3,257.93
07/25/2025	Principal Paydown	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027	2,180.24		2,180.24
07/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
07/25/2025	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
07/25/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
07/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/25/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
07/28/2025	Coupon	06368MJG0	1,500,000.00	BANK OF MONTREAL 5.004 01/27/2029		37,530.00	37,530.00
07/28/2025	Coupon	09290DAH4	750,000.00	BLACKROCK INC 4.6 07/26/2027		17,250.00	17,250.00
07/30/2025	Coupon	3133EPZY4	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		50,000.00	50,000.00
07/31/2025	Coupon	91282CAB7	2,000,000.00	UNITED STATES TREASURY 0.25 07/31/2025		2,500.00	2,500.00
07/31/2025	Final Maturity	91282CAB7	2,000,000.00	UNITED STATES TREASURY 0.25 07/31/2025	2,000,000.00		2,000,000.00
07/31/2025	Coupon	91282CFB2	2,000,000.00	UNITED STATES TREASURY 2.75 07/31/2027		27,500.00	27,500.00
07/31/2025	Coupon	91282CGH8	1,500,000.00	UNITED STATES TREASURY 3.5 01/31/2028		26,250.00	26,250.00
07/31/2025	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
July 2025 Total					**3,182,645.24**	**493,582.90**	**3,676,228.14**
AUGUST 2025							
08/07/2025	Coupon	63743HFW7	1,500,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028		35,625.00	35,625.00
08/11/2025	Coupon	69371RS56	1,450,000.00	PACCAR FINANCIAL CORP 5.05 08/10/2026		36,612.50	36,612.50
08/12/2025	Coupon	14913R2Z9	1,375,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025		25,093.75	25,093.75
08/12/2025	Final Maturity	14913R2Z9	1,375,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025	1,375,000.00		1,375,000.00
08/14/2025	Coupon	3133EPSW6	2,405,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026		54,112.50	54,112.50
08/14/2025	Coupon	532457CP1	1,250,000.00	ELI LILLY AND CO 4.15 08/14/2027		25,937.50	25,937.50
08/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
08/15/2025	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
08/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
08/15/2025	Coupon	26442UAA2	1,000,000.00	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025		16,250.00	16,250.00
08/15/2025	Final Maturity	26442UAA2	1,000,000.00	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	1,000,000.00		1,000,000.00
08/15/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,427.08	5,427.08
08/15/2025	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
08/15/2025	Coupon	47787JAC2	42,451.76	JDOT 2022 A3 2.32 09/15/2026		58.76	58.76
08/15/2025	Principal Paydown	47787JAC2	42,451.76	JDOT 2022 A3 2.32 09/15/2026	11,277.40		11,277.40
08/15/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
08/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2025	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
08/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
08/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
08/15/2025	Coupon	9128283W8	2,750,000.00	UNITED STATES TREASURY 2.75 02/15/2028		37,812.50	37,812.50
08/15/2025	Coupon	9128284V9	2,500,000.00	UNITED STATES TREASURY 2.875 08/15/2028		35,937.50	35,937.50
08/15/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
08/18/2025	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00
08/18/2025	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
08/18/2025	Coupon	362554AC1	630.10	GMCAR 2021-4 A3 0.68 09/16/2026		1.63	1.63
08/18/2025	Effective Maturity	362554AC1	630.10	GMCAR 2021-4 A3 0.68 09/16/2026	2,878.27		2,878.27
08/18/2025	Coupon	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027		236.51	236.51
08/18/2025	Principal Paydown	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027	14,410.18		14,410.18
08/18/2025	Coupon	380146AC4	6,619.77	GMCAR 2022-1 A3 1.26 11/16/2026		3.07	3.07
08/18/2025	Effective Maturity	380146AC4	6,619.77	GMCAR 2022-1 A3 1.26 11/16/2026	2,925.09		2,925.09
08/18/2025	Coupon	43815PAC3	70,807.45	HAROT 2022-2 A3 3.73 07/20/2026		172.36	172.36
08/18/2025	Principal Paydown	43815PAC3	70,807.45	HAROT 2022-2 A3 3.73 07/20/2026	14,901.34		14,901.34
08/20/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,929.96	1,929.96
08/20/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	48,437.27		48,437.27
08/20/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
08/20/2025	Coupon	379929AD4	158,417.48	GMALT 2023-3 A3 5.38 11/20/2026		592.62	592.62
08/20/2025	Principal Paydown	379929AD4	158,417.48	GMALT 2023-3 A3 5.38 11/20/2026	31,304.24		31,304.24
08/20/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
08/22/2025	Coupon	023135BC9	1,000,000.00	AMAZON.COM INC 3.15 08/22/2027		15,750.00	15,750.00
08/25/2025	Coupon	037833BY5	1,000,000.00	APPLE INC 3.25 02/23/2026		16,250.00	16,250.00
08/25/2025	Coupon	05602RAD3	30,544.51	BMWOT 2022-A A3 3.21 08/25/2026		51.46	51.46
08/25/2025	Principal Paydown	05602RAD3	30,544.51	BMWOT 2022-A A3 3.21 08/25/2026	10,932.19		10,932.19
08/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		4,150.00	4,150.00
08/25/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	65,398.29		65,398.29
08/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
08/25/2025	Coupon	3137BM7C4	940,236.59	FHMS K-051 A2 3.308 09/25/2025		2,395.43	2,395.43
08/25/2025	Principal Paydown	3137BM7C4	940,236.59	FHMS K-051 A2 3.308 09/25/2025	239,479.41		239,479.41
08/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2025	Coupon	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026		2,411.81	2,411.81
08/25/2025	Principal Paydown	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026	1,780.85		1,780.85
08/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
08/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
08/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
08/25/2025	Coupon	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027		3,252.14	3,252.14
08/25/2025	Principal Paydown	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027	2,052.80		2,052.80
08/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
08/25/2025	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
08/25/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
08/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
08/25/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
08/26/2025	Coupon	17275RBQ4	1,500,000.00	CISCO SYSTEMS INC 4.8 02/26/2027		36,000.00	36,000.00
August 2025 Total					**2,820,777.35**	**463,827.20**	**3,284,604.55**
SEPTEMBER 2025							
09/02/2025	Coupon	91282CFH9	2,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		39,062.50	39,062.50
09/02/2025	Coupon	91282CFJ5	2,750,000.00	UNITED STATES TREASURY 3.125 08/31/2029		42,968.75	42,968.75
09/02/2025	Coupon	91282CKD2	2,250,000.00	UNITED STATES TREASURY 4.25 02/28/2029		47,812.50	47,812.50
09/10/2025	Coupon	3130ATS57	3,000,000.00	FEDERAL HOME LOAN BANKS 4.5 03/10/2028		67,500.00	67,500.00
09/11/2025	Coupon	3130AWTQ3	4,500,000.00	FEDERAL HOME LOAN BANKS 4.625 09/11/2026		104,062.50	104,062.50
09/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
09/15/2025	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
09/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
09/15/2025	Coupon	437076CR1	1,000,000.00	HOME DEPOT INC 4.0 09/15/2025		20,000.00	20,000.00
09/15/2025	Final Maturity	437076CR1	1,000,000.00	HOME DEPOT INC 4.0 09/15/2025	1,000,000.00		1,000,000.00
09/15/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,427.08	5,427.08
09/15/2025	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
09/15/2025	Coupon	47787JAC2	42,451.76	JDOT 2022 A3 2.32 09/15/2026		36.96	36.96
09/15/2025	Principal Paydown	47787JAC2	42,451.76	JDOT 2022 A3 2.32 09/15/2026	10,984.00		10,984.00
09/15/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
09/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2025	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
09/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
09/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
09/15/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
09/16/2025	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
09/16/2025	Coupon	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027		192.80	192.80
09/16/2025	Principal Paydown	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027	14,096.67		14,096.67
09/18/2025	Coupon	43815PAC3	70,807.45	HAROT 2022-2 A3 3.73 07/20/2026		126.04	126.04
09/18/2025	Principal Paydown	43815PAC3	70,807.45	HAROT 2022-2 A3 3.73 07/20/2026	14,542.73		14,542.73
09/18/2025	Coupon	857477CL5	1,210,000.00	STATE STREET CORP 4.993 03/18/2027		30,207.65	30,207.65
09/22/2025	Coupon	3133EPWK7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028		45,000.00	45,000.00
09/22/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,724.50	1,724.50
09/22/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	39,835.16		39,835.16
09/22/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
09/22/2025	Coupon	379929AD4	158,417.48	GMALT 2023-3 A3 5.38 11/20/2026		452.27	452.27
09/22/2025	Principal Paydown	379929AD4	158,417.48	GMALT 2023-3 A3 5.38 11/20/2026	36,040.18		36,040.18
09/22/2025	Coupon	89236TKJ3	1,000,000.00	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027		22,750.00	22,750.00
09/22/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
09/25/2025	Coupon	05602RAD3	30,544.51	BMWOT 2022-A A3 3.21 08/25/2026		22.22	22.22
09/25/2025	Effective Maturity	05602RAD3	30,544.51	BMWOT 2022-A A3 3.21 08/25/2026	8,306.95		8,306.95
09/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		3,878.60	3,878.60
09/25/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	84,939.67		84,939.67
09/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
09/25/2025	Coupon	3137BM7C4	940,236.59	FHMS K-051 A2 3.308 09/25/2025		1,735.27	1,735.27
09/25/2025	Final Maturity	3137BM7C4	940,236.59	FHMS K-051 A2 3.308 09/25/2025	629,480.93		629,480.93
09/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
09/25/2025	Coupon	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026		2,406.84	2,406.84
09/25/2025	Principal Paydown	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026	1,786.48		1,786.48
09/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
09/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
09/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/25/2025	Coupon	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027		3,246.69	3,246.69
09/25/2025	Principal Paydown	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027	2,059.49		2,059.49
09/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
09/25/2025	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
09/25/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
09/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
09/25/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
09/26/2025	Coupon	3133EP6K6	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027		22,500.00	22,500.00
09/29/2025	Coupon	57629TBW6	1,340,000.00	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028		29,815.00	29,815.00
09/30/2025	Coupon	9128285C0	3,250,000.00	UNITED STATES TREASURY 3.0 09/30/2025		48,750.00	48,750.00
09/30/2025	Final Maturity	9128285C0	3,250,000.00	UNITED STATES TREASURY 3.0 09/30/2025	3,250,000.00		3,250,000.00
09/30/2025	Coupon	9128286L9	2,500,000.00	UNITED STATES TREASURY 2.25 03/31/2026		28,125.00	28,125.00
09/30/2025	Coupon	91282CEF4	2,500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		31,250.00	31,250.00
09/30/2025	Coupon	91282CFM8	1,600,000.00	UNITED STATES TREASURY 4.125 09/30/2027		33,000.00	33,000.00
September 2025 Total					**5,092,072.26**	**712,186.28**	**5,804,258.54**
OCTOBER 2025							
10/01/2025	Coupon	64952WFJ7	1,000,000.00	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027		19,500.00	19,500.00
10/09/2025	Coupon	3130B0TY5	1,500,000.00	FEDERAL HOME LOAN BANKS 4.75 04/09/2027		35,625.00	35,625.00
10/10/2025	Coupon	57629W6F2	750,000.00	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026		16,875.00	16,875.00
10/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
10/15/2025	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
10/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
10/15/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,427.08	5,427.08
10/15/2025	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	64,564.29		64,564.29
10/15/2025	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
10/15/2025	Coupon	47787JAC2	42,451.76	JDOT 2022 A3 2.32 09/15/2026		15.72	15.72
10/15/2025	Effective Maturity	47787JAC2	42,451.76	JDOT 2022 A3 2.32 09/15/2026	8,133.10		8,133.10
10/15/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
10/15/2025	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
10/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
10/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
10/15/2025	Coupon	91282CGV7	2,000,000.00	UNITED STATES TREASURY 3.75 04/15/2026		37,500.00	37,500.00
10/15/2025	Coupon	91324PDE9	1,250,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		18,437.50	18,437.50
10/15/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
10/16/2025	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
10/16/2025	Coupon	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027		150.04	150.04
10/16/2025	Principal Paydown	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027	13,203.10		13,203.10
10/20/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,555.54	1,555.54
10/20/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	53,233.66		53,233.66
10/20/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
10/20/2025	Coupon	379929AD4	158,417.48	GMALT 2023-3 A3 5.38 11/20/2026		290.69	290.69
10/20/2025	Principal Paydown	379929AD4	158,417.48	GMALT 2023-3 A3 5.38 11/20/2026	33,724.55		33,724.55
10/20/2025	Coupon	43815PAC3	70,807.45	HAROT 2022-2 A3 3.73 07/20/2026		80.84	80.84
10/20/2025	Principal Paydown	43815PAC3	70,807.45	HAROT 2022-2 A3 3.73 07/20/2026	14,010.30		14,010.30
10/20/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
10/27/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		3,526.10	3,526.10
10/27/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	85,593.41		85,593.41
10/27/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
10/27/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
10/27/2025	Coupon	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026		2,401.86	2,401.86
10/27/2025	Principal Paydown	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026	1,895.35		1,895.35
10/27/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
10/27/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
10/27/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
10/27/2025	Coupon	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027		3,241.22	3,241.22
10/27/2025	Principal Paydown	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027	2,200.02		2,200.02
10/27/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
10/27/2025	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
10/27/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/27/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
10/27/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
10/31/2025	Coupon	9128285J5	2,500,000.00	UNITED STATES TREASURY 3.0 10/31/2025		37,500.00	37,500.00
10/31/2025	Final Maturity	9128285J5	2,500,000.00	UNITED STATES TREASURY 3.0 10/31/2025	2,500,000.00		2,500,000.00
10/31/2025	Coupon	91282CFT3	1,700,000.00	UNITED STATES TREASURY 4.0 10/31/2029		34,000.00	34,000.00
October 2025 Total					**2,776,557.77**	**296,259.69**	**3,072,817.47**
NOVEMBER 2025							
11/03/2025	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
11/03/2025	Coupon	74456QBU9	750,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028		13,875.00	13,875.00
11/05/2025	Coupon	459058LT8	1,335,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028		24,062.45	24,062.45
11/10/2025	Coupon	3133ERDZ1	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026		23,750.00	23,750.00
11/10/2025	Coupon	665859AW4	1,000,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		20,000.00	20,000.00
11/10/2025	Coupon	713448FW3	510,000.00	PEPSICO INC 5.125 11/10/2026		13,068.75	13,068.75
11/17/2025	Coupon	009158AY2	1,500,000.00	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027		13,875.00	13,875.00
11/17/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
11/17/2025	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
11/17/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
11/17/2025	Coupon	3130AXU63	1,750,000.00	FEDERAL HOME LOAN BANKS 4.625 11/17/2026		40,468.75	40,468.75
11/17/2025	Coupon	341081GN1	1,500,000.00	FLORIDA POWER & LIGHT CO 4.4 05/15/2028		33,000.00	33,000.00
11/17/2025	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
11/17/2025	Coupon	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027		109.99	109.99
11/17/2025	Principal Paydown	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027	12,481.14		12,481.14
11/17/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,146.77	5,146.77
11/17/2025	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	70,746.95		70,746.95
11/17/2025	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
11/17/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
11/17/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
11/17/2025	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/17/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
11/17/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
11/17/2025	Coupon	90331HPS6	1,330,000.00	US BANK NA 4.73 05/15/2028		31,454.50	31,454.50
11/17/2025	Coupon	9128283F5	1,400,000.00	UNITED STATES TREASURY 2.25 11/15/2027		15,750.00	15,750.00
11/17/2025	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
11/17/2025	Coupon	912828M56	2,500,000.00	UNITED STATES TREASURY 2.25 11/15/2025		28,125.00	28,125.00
11/17/2025	Final Maturity	912828M56	2,500,000.00	UNITED STATES TREASURY 2.25 11/15/2025	2,500,000.00		2,500,000.00
11/17/2025	Coupon	912828U24	3,000,000.00	UNITED STATES TREASURY 2.0 11/15/2026		30,000.00	30,000.00
11/17/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
11/18/2025	Coupon	43815PAC3	70,807.45	HAROT 2022-2 A3 3.73 07/20/2026		37.29	37.29
11/18/2025	Effective Maturity	43815PAC3	70,807.45	HAROT 2022-2 A3 3.73 07/20/2026	11,996.28		11,996.28
11/20/2025	Coupon	3133ERFJ5	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027		22,500.00	22,500.00
11/20/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,329.74	1,329.74
11/20/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	49,606.55		49,606.55
11/20/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
11/20/2025	Coupon	379929AD4	158,417.48	GMALT 2023-3 A3 5.38 11/20/2026		139.49	139.49
11/20/2025	Effective Maturity	379929AD4	158,417.48	GMALT 2023-3 A3 5.38 11/20/2026	31,113.03		31,113.03
11/20/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
11/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		3,170.88	3,170.88
11/25/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	89,090.93		89,090.93
11/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
11/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
11/25/2025	Coupon	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026		2,396.57	2,396.57
11/25/2025	Principal Paydown	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026	1,798.12		1,798.12
11/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
11/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
11/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
11/25/2025	Coupon	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027		3,235.38	3,235.38
11/25/2025	Principal Paydown	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027	2,073.39		2,073.39
11/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
11/25/2025	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
11/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
11/25/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
November 2025 Total					**2,768,906.39**	**453,628.66**	**3,222,535.05**
DECEMBER 2025							
12/01/2025	Coupon	023135CN4	425,000.00	AMAZON.COM INC 4.6 12/01/2025		9,775.00	9,775.00
12/01/2025	Final Maturity	023135CN4	425,000.00	AMAZON.COM INC 4.6 12/01/2025	425,000.00		425,000.00
12/01/2025	Coupon	91282CFY2	3,000,000.00	UNITED STATES TREASURY 3.875 11/30/2029		58,125.00	58,125.00
12/08/2025	Coupon	48125LRU8	1,575,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		40,241.25	40,241.25
12/09/2025	Coupon	3130AVVX7	1,120,000.00	FEDERAL HOME LOAN BANKS 3.75 06/09/2028		21,000.00	21,000.00
12/09/2025	Coupon	3130AWC24	2,000,000.00	FEDERAL HOME LOAN BANKS 4.0 06/09/2028		40,000.00	40,000.00
12/12/2025	Coupon	3130AWLZ1	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		47,500.00	47,500.00
12/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
12/15/2025	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
12/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
12/15/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		4,839.61	4,839.61
12/15/2025	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	66,897.67		66,897.67
12/15/2025	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
12/15/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
12/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
12/15/2025	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
12/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
12/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
12/15/2025	Coupon	87612EBU9	570,000.00	TARGET CORP 4.35 06/15/2028		12,741.88	12,741.88
12/15/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
12/16/2025	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
12/16/2025	Coupon	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027		72.13	72.13
12/16/2025	Principal Paydown	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027	11,867.00		11,867.00
12/22/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,119.32	1,119.32
12/22/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	44,703.09		44,703.09
12/22/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/22/2025	Coupon	58989V2F0	1,000,000.00	MET TOWER GLOBAL FUNDING 5.4 06/20/2026		27,000.00	27,000.00
12/22/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
12/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		2,801.16	2,801.16
12/25/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	76,333.45		76,333.45
12/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
12/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
12/25/2025	Coupon	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026		2,391.56	2,391.56
12/25/2025	Principal Paydown	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026	1,906.58		1,906.58
12/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
12/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
12/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
12/25/2025	Coupon	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027		3,229.87	3,229.87
12/25/2025	Principal Paydown	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027	2,213.45		2,213.45
12/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
12/25/2025	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
12/25/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
12/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
12/25/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
12/26/2025	Coupon	437076DB5	740,000.00	HOME DEPOT INC 4.875 06/25/2027		18,037.50	18,037.50
12/31/2025	Coupon	9128285T3	2,500,000.00	UNITED STATES TREASURY 2.625 12/31/2025		32,812.50	32,812.50
12/31/2025	Final Maturity	9128285T3	2,500,000.00	UNITED STATES TREASURY 2.625 12/31/2025	2,500,000.00		2,500,000.00
12/31/2025	Coupon	912828YX2	1,750,000.00	UNITED STATES TREASURY 1.75 12/31/2026		15,312.50	15,312.50
12/31/2025	Coupon	91282CEW7	1,300,000.00	UNITED STATES TREASURY 3.25 06/30/2027		21,125.00	21,125.00
December 2025 Total					**3,128,921.24**	**438,257.38**	**3,567,178.62**
JANUARY 2026							
01/07/2026	Coupon	24422EXZ7	700,000.00	JOHN DEERE CAPITAL CORP 4.65 01/07/2028		16,275.00	16,275.00
01/08/2026	Coupon	24422EXF1	1,000,000.00	JOHN DEERE CAPITAL CORP 4.5 01/08/2027		22,500.00	22,500.00
01/12/2026	Coupon	459058KT9	500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		8,750.00	8,750.00
01/15/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
01/15/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
01/15/2026	Coupon	26444HAE1	1,000,000.00	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028		19,000.00	19,000.00
01/15/2026	Coupon	3130AYPN0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.125 01/15/2027		41,250.00	41,250.00
01/15/2026	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		4,549.16	4,549.16
01/15/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	65,582.84		65,582.84
01/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
01/15/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
01/15/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
01/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	26,747.95		26,747.95
01/15/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
01/15/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
01/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	40,867.71		40,867.71
01/15/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
01/15/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	21,099.20		21,099.20
01/15/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
01/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
01/16/2026	Coupon	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027		36.14	36.14
01/16/2026	Principal Paydown	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027	11,640.84		11,640.84
01/20/2026	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		929.71	929.71
01/20/2026	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	45,560.31		45,560.31
01/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
01/20/2026	Coupon	78016HZT0	1,245,000.00	ROYAL BANK OF CANADA 4.875 01/19/2027		30,346.88	30,346.88
01/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
01/22/2026	Coupon	3133EPW68	1,400,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026		28,875.00	28,875.00
01/22/2026	Final Maturity	3133EPW68	1,400,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	1,400,000.00		1,400,000.00
01/26/2026	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		2,484.37	2,484.37
01/26/2026	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	139,544.26		139,544.26
01/26/2026	Coupon	09290DAH4	750,000.00	BLACKROCK INC 4.6 07/26/2027		17,250.00	17,250.00
01/26/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/26/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	12,475.56		12,475.56
01/26/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
01/26/2026	Coupon	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026		2,386.24	2,386.24
01/26/2026	Principal Paydown	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026	1,809.83		1,809.83
01/26/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
01/26/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
01/26/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
01/26/2026	Coupon	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027		3,223.99	3,223.99
01/26/2026	Principal Paydown	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027	2,087.38		2,087.38
01/26/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
01/26/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
01/26/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
01/26/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
01/26/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
01/27/2026	Coupon	06368MJG0	1,500,000.00	BANK OF MONTREAL 5.004 01/27/2029		37,530.00	37,530.00
01/30/2026	Coupon	3133EPZY4	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		50,000.00	50,000.00
January 2026 Total					**1,767,415.89**	**365,519.59**	**2,132,935.48**
FEBRUARY 2026							
02/02/2026	Coupon	91282CFB2	2,000,000.00	UNITED STATES TREASURY 2.75 07/31/2027		27,500.00	27,500.00
02/02/2026	Coupon	91282CGH8	1,500,000.00	UNITED STATES TREASURY 3.5 01/31/2028		26,250.00	26,250.00
02/02/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
02/09/2026	Coupon	63743HFW7	1,500,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028		35,625.00	35,625.00
02/10/2026	Coupon	69371RS56	1,450,000.00	PACCAR FINANCIAL CORP 5.05 08/10/2026		36,612.50	36,612.50
02/16/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
02/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
02/16/2026	Coupon	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027		0.83	0.83
02/16/2026	Effective Maturity	36265WAD5	86,628.82	GMCAR 2022-3 A3 3.64 04/16/2027	272.88		272.88
02/16/2026	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		4,264.42	4,264.42
02/16/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	64,624.52		64,624.52
02/16/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/16/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,274.11	1,274.11
02/16/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	20,190.55		20,190.55
02/16/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
02/16/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,777.07	1,777.07
02/16/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	42,860.65		42,860.65
02/16/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,458.31	1,458.31
02/16/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	23,996.69		23,996.69
02/17/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
02/17/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
02/17/2026	Coupon	3133EPSW6	2,405,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026		54,112.50	54,112.50
02/17/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
02/17/2026	Coupon	532457CP1	1,250,000.00	ELI LILLY AND CO 4.15 08/14/2027		25,937.50	25,937.50
02/17/2026	Coupon	9128283W8	2,750,000.00	UNITED STATES TREASURY 2.75 02/15/2028		37,812.50	37,812.50
02/17/2026	Coupon	9128284V9	2,500,000.00	UNITED STATES TREASURY 2.875 08/15/2028		35,937.50	35,937.50
02/17/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
02/18/2026	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00
02/20/2026	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		736.45	736.45
02/20/2026	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	48,105.91		48,105.91
02/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
02/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
02/23/2026	Coupon	023135BC9	1,000,000.00	AMAZON.COM INC 3.15 08/22/2027		15,750.00	15,750.00
02/23/2026	Coupon	037833BY5	1,000,000.00	APPLE INC 3.25 02/23/2026		16,250.00	16,250.00
02/23/2026	Final Maturity	037833BY5	1,000,000.00	APPLE INC 3.25 02/23/2026	1,000,000.00		1,000,000.00
02/25/2026	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		1,905.27	1,905.27
02/25/2026	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	110,535.83		110,535.83
02/25/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,536.15	2,536.15
02/25/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	32,717.18		32,717.18
02/25/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
02/25/2026	Coupon	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026		2,381.19	2,381.19
02/25/2026	Principal Paydown	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026	1,815.54		1,815.54
02/25/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
02/25/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
02/25/2026	Coupon	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027		3,218.45	3,218.45
02/25/2026	Principal Paydown	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027	2,094.17		2,094.17
02/25/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
02/25/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
02/25/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
02/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
02/25/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
02/26/2026	Coupon	17275RBQ4	1,500,000.00	CISCO SYSTEMS INC 4.8 02/26/2027		36,000.00	36,000.00
February 2026 Total					**1,347,213.92**	**507,655.20**	**1,854,869.13**
MARCH 2026							
03/02/2026	Coupon	91282CFH9	2,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		39,062.50	39,062.50
03/02/2026	Coupon	91282CFJ5	2,750,000.00	UNITED STATES TREASURY 3.125 08/31/2029		42,968.75	42,968.75
03/02/2026	Coupon	91282CKD2	2,250,000.00	UNITED STATES TREASURY 4.25 02/28/2029		47,812.50	47,812.50
03/10/2026	Coupon	3130ATS57	3,000,000.00	FEDERAL HOME LOAN BANKS 4.5 03/10/2028		67,500.00	67,500.00
03/11/2026	Coupon	3130AWTQ3	4,500,000.00	FEDERAL HOME LOAN BANKS 4.625 09/11/2026		104,062.50	104,062.50
03/16/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
03/16/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
03/16/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
03/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
03/16/2026	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		3,983.84	3,983.84
03/16/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	62,650.30		62,650.30
03/16/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
03/16/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
03/16/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,190.65	1,190.65
03/16/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	14,099.50		14,099.50
03/16/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
03/16/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,625.98	1,625.98
03/16/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	44,583.33		44,583.33

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/16/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,351.92	1,351.92
03/16/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	22,602.33		22,602.33
03/16/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
03/18/2026	Coupon	857477CL5	1,210,000.00	STATE STREET CORP 4.993 03/18/2027		30,207.65	30,207.65
03/20/2026	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		532.41	532.41
03/20/2026	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	51,596.87		51,596.87
03/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
03/20/2026	Coupon	89236TKJ3	1,000,000.00	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027		22,750.00	22,750.00
03/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
03/23/2026	Coupon	3133EPWK7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028		45,000.00	45,000.00
03/25/2026	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		1,446.54	1,446.54
03/25/2026	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	111,977.56		111,977.56
03/25/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,394.92	2,394.92
03/25/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	31,714.90		31,714.90
03/25/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
03/25/2026	Coupon	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026		2,376.13	2,376.13
03/25/2026	Principal Paydown	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026	2,127.63		2,127.63
03/25/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
03/25/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
03/25/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
03/25/2026	Coupon	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027		3,212.89	3,212.89
03/25/2026	Principal Paydown	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027	2,498.61		2,498.61
03/25/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
03/25/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
03/25/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
03/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
03/25/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
03/26/2026	Coupon	3133EP6K6	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027		22,500.00	22,500.00
03/27/2026	Coupon	57629TBW6	1,340,000.00	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028		29,815.00	29,815.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/31/2026	Coupon	9128286L9	2,500,000.00	UNITED STATES TREASURY 2.25 03/31/2026		28,125.00	28,125.00
03/31/2026	Final Maturity	9128286L9	2,500,000.00	UNITED STATES TREASURY 2.25 03/31/2026	2,500,000.00		2,500,000.00
03/31/2026	Coupon	91282CEF4	2,500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		31,250.00	31,250.00
03/31/2026	Coupon	91282CFM8	1,600,000.00	UNITED STATES TREASURY 4.125 09/30/2027		33,000.00	33,000.00
March 2026 Total					**2,843,851.01**	**634,854.65**	**3,478,705.66**
APRIL 2026							
04/01/2026	Coupon	64952WFJ7	1,000,000.00	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027		19,500.00	19,500.00
04/09/2026	Coupon	3130B0TY5	1,500,000.00	FEDERAL HOME LOAN BANKS 4.75 04/09/2027		35,625.00	35,625.00
04/10/2026	Coupon	57629W6F2	750,000.00	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026		16,875.00	16,875.00
04/10/2026	Final Maturity	57629W6F2	750,000.00	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	750,000.00		750,000.00
04/15/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
04/15/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
04/15/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
04/15/2026	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		3,711.84	3,711.84
04/15/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	64,638.90		64,638.90
04/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
04/15/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
04/15/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,132.38	1,132.38
04/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	17,464.44		17,464.44
04/15/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
04/15/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,468.83	1,468.83
04/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	51,669.29		51,669.29
04/15/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,251.72	1,251.72
04/15/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	25,204.87		25,204.87
04/15/2026	Coupon	91282CGV7	2,000,000.00	UNITED STATES TREASURY 3.75 04/15/2026		37,500.00	37,500.00
04/15/2026	Final Maturity	91282CGV7	2,000,000.00	UNITED STATES TREASURY 3.75 04/15/2026	2,000,000.00		2,000,000.00
04/15/2026	Coupon	91324PDE9	1,250,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		18,437.50	18,437.50
04/15/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
04/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/20/2026	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		313.55	313.55
04/20/2026	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	55,941.51		55,941.51
04/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
04/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
04/27/2026	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		981.83	981.83
04/27/2026	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	122,525.17		122,525.17
04/27/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,258.02	2,258.02
04/27/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	31,887.84		31,887.84
04/27/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
04/27/2026	Coupon	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026		2,370.19	2,370.19
04/27/2026	Principal Paydown	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026	1,828.05		1,828.05
04/27/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
04/27/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
04/27/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
04/27/2026	Coupon	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027		3,206.25	3,206.25
04/27/2026	Principal Paydown	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027	2,109.20		2,109.20
04/27/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
04/27/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
04/27/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
04/27/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
04/27/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
04/30/2026	Coupon	91282CFT3	1,700,000.00	UNITED STATES TREASURY 4.0 10/31/2029		34,000.00	34,000.00
April 2026 Total					**3,123,269.27**	**251,317.57**	**3,374,586.84**
MAY 2026							
05/01/2026	Coupon	74456QBU9	750,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028		13,875.00	13,875.00
05/04/2026	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
05/04/2026	Final Maturity	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00		1,000,000.00
05/05/2026	Coupon	459058LT8	1,335,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028		24,196.88	24,196.88
05/08/2026	Coupon	3133ERDZ1	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026		23,750.00	23,750.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/08/2026	Final Maturity	3133ERDZ1	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026	1,000,000.00		1,000,000.00
05/11/2026	Coupon	665859AW4	1,000,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		20,000.00	20,000.00
05/11/2026	Coupon	713448FW3	510,000.00	PEPSICO INC 5.125 11/10/2026		13,068.75	13,068.75
05/15/2026	Coupon	009158AY2	1,500,000.00	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027		13,875.00	13,875.00
05/15/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
05/15/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
05/15/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
05/15/2026	Coupon	341081GN1	1,500,000.00	FLORIDA POWER & LIGHT CO 4.4 05/15/2028		33,000.00	33,000.00
05/15/2026	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		3,431.20	3,431.20
05/15/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	62,135.96		62,135.96
05/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
05/15/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
05/15/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,060.19	1,060.19
05/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	16,838.33		16,838.33
05/15/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
05/15/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,286.69	1,286.69
05/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	43,952.21		43,952.21
05/15/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,139.98	1,139.98
05/15/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	25,557.99		25,557.99
05/15/2026	Coupon	90331HPS6	1,330,000.00	US BANK NA 4.73 05/15/2028		31,454.50	31,454.50
05/15/2026	Coupon	9128283F5	1,400,000.00	UNITED STATES TREASURY 2.25 11/15/2027		15,750.00	15,750.00
05/15/2026	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
05/15/2026	Coupon	912828U24	3,000,000.00	UNITED STATES TREASURY 2.0 11/15/2026		30,000.00	30,000.00
05/15/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
05/18/2026	Coupon	3130AXU63	1,750,000.00	FEDERAL HOME LOAN BANKS 4.625 11/17/2026		40,468.75	40,468.75
05/18/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
05/20/2026	Coupon	3133ERFJ5	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027		22,500.00	22,500.00
05/20/2026	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		76.26	76.26

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/20/2026	Effective Maturity	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	17,979.66		17,979.66
05/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
05/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
05/25/2026	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		473.35	473.35
05/25/2026	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	101,947.93		101,947.93
05/25/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,120.37	2,120.37
05/25/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	30,607.53		30,607.53
05/25/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
05/25/2026	Coupon	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026		2,365.09	2,365.09
05/25/2026	Principal Paydown	3137BTUM1	866,584.60	FHMS K-061 A2 3.347 11/25/2026	1,935.46		1,935.46
05/25/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
05/25/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
05/25/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
05/25/2026	Coupon	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027		3,200.65	3,200.65
05/25/2026	Principal Paydown	3137FBU79	1,226,707.43	FHMS K-069 A2 3.187 09/25/2027	2,248.06		2,248.06
05/25/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
05/25/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
05/25/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
05/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
05/25/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
May 2026 Total					**2,303,203.12**	**417,778.12**	**2,720,981.24**
Grand Total			**625,329,299.15**		**31,154,833.46**	**5,104,117.25**	**36,258,950.71**

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Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a high rating by S&P, Moody's and Fitch respectively.

California State Treasurer
Fiona Ma, CPA

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

July 10, 2025

LAIF Home
PMIA Average Monthly Yields

CITY OF MURRIETA

FINANCE DIRECTOR
1 TOWNE SQUARE
MURRIETA, CA 92562

Tran Type Definitions

Account Number:

June 2025 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	1,999,681.18
Total Withdrawal:	0.00	Ending Balance:	1,999,681.18

STAGECOACH SWEEP

WELLS FARGO BANK, N.A.

CITY OF MURRIETA
GENERAL OPERATING ACCOUNT
1 TOWN SQ
MURRIETA CA 92562-7922

Account Number - DDA

THIS STATEMENT COVERS 06/01/2025 THROUGH 06/30/2025

FUNDS HELD ON COMPANY'S BEHALF IN THE OMNIBUS DEPOSIT ACCOUNT AT BANK ARE DEPOSITS AND ARE ELIGIBLE FOR FDIC INSURANCE IN ACCORDANCE WITH FDIC RULES AND LIMITS. COMPANY'S MMMF SHARES HELD IN THE OMNIBUS INVESTMENT ACCOUNT IN BANK'S NAME AT THE CUSTODIAN OF THE MMMF ARE NOT DEPOSITS AND ARE NOT ELIGIBLE FOR FDIC INSURANCE. COMPANY IS THE OWNER OF ITS MMMF SHARES.

ALLSPRING GOVERNMENT FUND SELECT CLS

FUND SUMMARY

Dividends Earned YTD	2,531,377.16
Federal Withholding YTD	.00
7-Day Simple Yield	4.26795 %
Federal Withholding	.00

Beginning Balance	132,169,952.18
Shares Purchased	18,036,140.63 +
Shares Redeemed	16,267,773.46 -
Ending Balance	133,938,319.35
Prior Month Dividends Paid to Checking	415,528.76
Dividends Earned in Current Month	460,536.57
Funds Pending Redemption	619,660.71-

Transaction Detail

Date	Description	Amount
6-01-2025	Beginning Balance	132,169,952.18
6-02-2025	Sweep Funds Return To DDA	348,157.25
6-03-2025	Next Day Sweep Purchase	208,882.47
6-04-2025	Sweep Funds Return To DDA	59,447.98
6-05-2025	Next Day Sweep Purchase	65,932.73
6-06-2025	Next Day Sweep Purchase	3,420,699.57
6-09-2025	Sweep Funds Return To DDA	280,991.91
6-10-2025	Sweep Funds Return To DDA	1,787,938.75
6-11-2025	Sweep Funds Return To DDA	537,826.60
6-12-2025	Sweep Funds Return To DDA	2,046,081.28
6-13-2025	Sweep Funds Return To DDA	216,014.96
6-16-2025	Next Day Sweep Purchase	2,431,221.40
6-17-2025	Sweep Funds Return To DDA	2,170,613.43
6-18-2025	Sweep Funds Return To DDA	1,905,349.47
6-20-2025	Next Day Sweep Purchase	188,235.77
6-23-2025	Next Day Sweep Purchase	5,818,026.32
6-24-2025	Next Day Sweep Purchase	5,849,974.84
6-25-2025	Sweep Funds Return To DDA	4,686,048.46
6-26-2025	Sweep Funds Return To DDA	1,831,653.99
6-27-2025	Sweep Funds Return To DDA	397,649.38
6-30-2025	Next Day Sweep Purchase	53,167.53
6-30-2025	Ending Balance	133,938,319.35

Daily Balance Information

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
06-01*	131,821,794.93	4.248 %	.000116392	15,343.00
06-02	131,821,794.93	4.236 %	.000116075	15,301.21
06-03	132,030,677.40	4.228 %	.000115838	15,294.17
06-04	131,971,229.42	4.212 %	.000115402	15,229.74

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
06-05	132,037,162.15	4.204 %	.000115186	15,208.83
06-06	135,457,861.72	4.206 %	.000115239	15,610.03
06-07*	135,176,869.81	4.206 %	.000115239	15,577.65
06-08*	135,176,869.81	4.206 %	.000115239	15,577.65
06-09	135,176,869.81	4.206 %	.000115244	15,578.32
06-10	133,388,931.06	4.207 %	.000115261	15,374.54
06-11	132,851,104.46	4.205 %	.000115210	15,305.78
06-12	130,805,023.18	4.205 %	.000115229	15,072.53
06-13	130,589,008.22	4.206 %	.000115248	15,050.12
06-14*	130,589,008.22	4.206 %	.000115248	15,050.12
06-15*	130,589,008.22	4.206 %	.000115248	15,050.12
06-16	133,020,229.62	4.219 %	.000115609	15,378.34
06-17	130,849,616.19	4.220 %	.000115621	15,128.96
06-18	128,944,266.72	4.209 %	.000115331	14,871.27
06-19*	128,944,266.72	4.209 %	.000115331	14,871.27
06-20	129,132,502.49	4.205 %	.000115223	14,879.03
06-21*	129,132,502.49	4.205 %	.000115223	14,879.03
06-22*	129,132,502.49	4.205 %	.000115223	14,879.03
06-23	134,950,528.81	4.208 %	.000115312	15,561.42
06-24	140,800,503.65	4.213 %	.000115432	16,252.88
06-25	136,114,455.19	4.235 %	.000116037	15,794.31
06-26	134,282,801.20	4.267 %	.000116930	15,701.69
06-27	133,885,151.82	4.271 %	.000117024	15,667.78
06-28*	133,885,151.82	4.271 %	.000117024	15,667.78
06-29*	133,885,151.82	4.271 %	.000117024	15,667.78
06-30	133,938,319.35	4.281 %	.000117309	15,712.17
			TOTAL MTD	460,536.55

* Indicates non-business day

THANK YOU FOR BANKING WITH WELLS FARGO.

MONEY MARKET MUTUAL FUNDS (EACH, A "MMMF") ARE NOT FDIC INSURED, HAVE NO BANK GUARANTY AND MAY LOSE VALUE.

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CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 5.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Tanner Benson, Financial Analyst

SUBJECT: Treasurer's Report - Quarter 4 of Fiscal Year 2024/25

RECOMMENDATION

Receive the Fiscal Year 2024/25 Treasurer's Reports for Quarter 4 (April - June 2025).

PRIOR ACTION/VOTE

On August 20, 2024, the City Council received the Treasurer's Report for Quarter 4 of Fiscal Year 2023/24 (Vote: 5-0).

On November 19, 2024, the City Council received the Treasurer's Report for Quarter 1 of Fiscal Year 2024/25 (Vote: 5-0).

On February 18, 2025, the City Council received the Treasurer's Report for Quarter 2 of Fiscal Year 2024/25 (Vote: 5-0).

On May 6, 2025, the City Council received the Treasurer's Report for Quarter 3 of Fiscal Year 2024/25 (Vote: 5 -0).

CITY COUNCIL GOAL

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

DISCUSSION

Pursuant to Government Code Section 53646(b) and the City of Murrieta (City) Investment Policy, the Finance Department renders a quarterly investment report to the City Council concerning the investment portfolio's earnings and performance results. The City contracts with Chandler Asset Management to manage the City's investment portfolio and to advise on all investment-related matters. The purpose of this report is to present the investment earnings for the period April 1, 2025, through June 30, 2025 (Quarter 4).

Total Portfolio Composition

The portfolio comprises available cash balances from over 100 separate funds. The balances are tracked in the City's financial records individually, but combined for the purpose of investing cash to maximize investment returns. The City's investment manager invests funds not needed in the near future into securities with maturities of less than five years. The City also utilizes the Local Agency Investment Fund (LAIF), an investment pool operated by the State of California and used by most cities in California to manage the City's short-term cash flow requirements. Wells Fargo's "Cash Sweep Program" is the City's third investment tool, and it allows the City to earn a return on uninvested cash balances in our General Checking Account by automatically "sweeping" cash balances into a Sweep investment vehicle until such balances are otherwise needed to satisfy obligations arising in the account. The Cash Sweep Program exclusively targets high-quality, short-term, U.S. dollar-denominated money market instruments that consist of U.S. Government obligations and repurchase agreements collateralized by U.S. Government obligations. This complies with our Investment Policy and the California Government Code Section 53607.

Investment Portfolio Performance

As of June 30, 2025, the City's total market value (including accrued interest) of operating funds and liquidity investments totaled $154,634,663.87. The book value, or what the City actually paid for the investments, totaled $150,913,261.27. The fair market value of the City's portfolio, less accrued interest, totaled $153,376,376.64. The value of fixed-income securities may fluctuate with changes in interest rates. As interest rates go up, the market value of the securities may go down, and the reverse is true; when interest rates go down, the market value of the securities may go up. The difference between the book and fair market value is considered an unrealized gain or loss. The unrealized gain for this reporting period is $2,463,115.37. It is important to note that a loss or gain is realized when an investment is redeemed or sold before its maturity date. City's investments are generally retained until the maturity date. Nonetheless, the City may elect to sell an investment before its maturity and record a capital gain or loss to manage the portfolio's quality, liquidity, or yield in response to market conditions or the City's risk preferences. The portfolio's total market value (including accrued interest) increased by $2,032,169.57 from the previous quarter's end due to the decline in interest rates and higher investment income.

As of June 30, 2025, the yield to maturity on the portfolio increased to 4.31% from 4.17% on March 31, 2025, due to the proceeds from maturing securities being reinvested at higher interest rates. During the fourth quarter of FY 2024/25, US Treasury yields declined, driven by slowing economic growth and higher inflation expectations. The 2-year US Treasury Note yield decreased to 3.72% from 3.89%, while the 5-year Treasury decreased to 3.80% from 3.95% over the reporting period. Recent economic data suggest slower growth in 2025 and greater market uncertainty as the effects of fiscal policy unfold. This caused continued volatility in the market during the quarter. Some components of inflation have remained sticky, as core Personal Consumption Expenditures (PCE) levels remain above the Federal Reserve's (Fed) 2% inflation target. Since the Fed began its "quantitative tightening" activity by reducing the US Treasury and Agency Mortgage-Backed Securities on its balance sheet in June 2022, the Fed's balance sheet reduction program has reduced securities held outright by $2.2 trillion. The portfolio's market value benefited from the sector diversification and remains stable due to the high-quality assets contained within the portfolio.

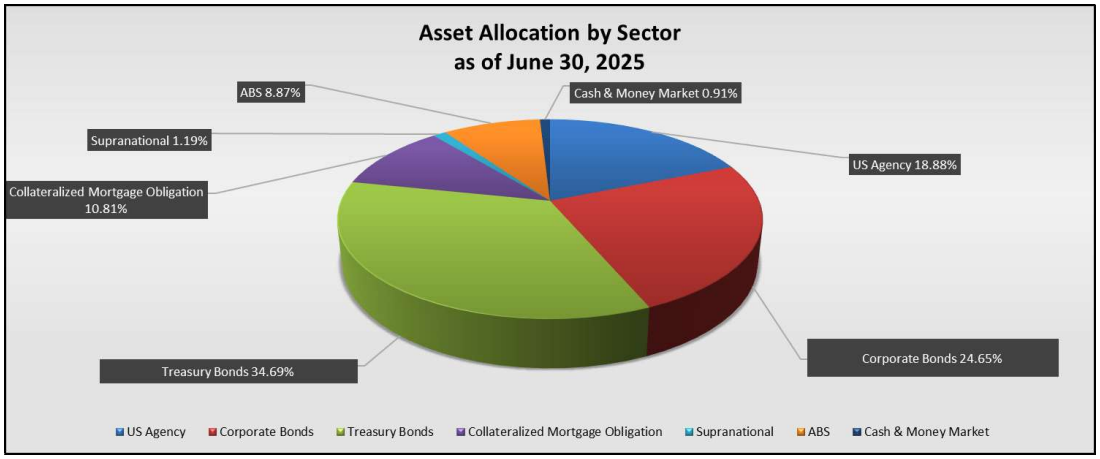
Portfolio Duration

The investment portfolio had an average duration of 1.80 years as of June 30, 2025. The portfolio duration remains within an acceptable range. The City continues to implement a disciplined, conservative approach to its portfolio in this time of financial market volatility.

Asset Allocation

The investment portfolio is allocated in compliance with California Government Code 53601. The sector allocation of the portfolio on June 30, 2025, was 18.88% in US Government Agency bonds, 24.65% in high-grade Corporate Bonds, 34.69% in U.S. Treasury bonds, 8.87% in Asset-Backed Securities (ABS), 1.19% in Supranational, 10.81% in Agency Collateralized Mortgage-Backed Securities, and 0.91% Money Market Fund. Supranational is a financial institution owned by member countries to promote international development. A Collateralized Mortgage Obligation is a mortgage-backed security that contains a pool of mortgages bundled together and sold as an investment.

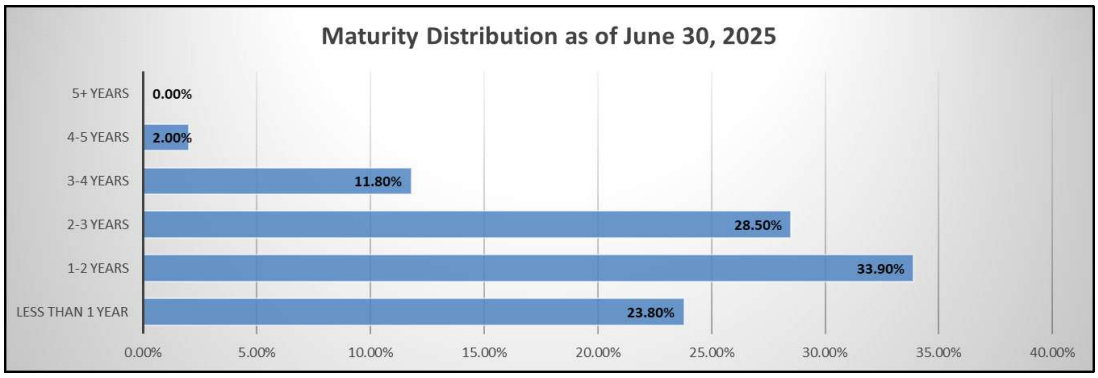
The following pie chart summarizes the asset allocation by sector.



(The chart above may not sum to 100% due to rounding.)

Maturity Distribution

As of June 30, 2025, approximately 23.8% of the portfolio matured in less than one year, 33.9% matured from 1-2 years, 28.5% from 2-3 years, 11.8% from 3-4 years, and 2% from 4-5 years. The City's portfolio maintains liquid funds through bank deposits, money market funds, and local government investment pools to satisfy its near-term liquidity needs.



(The chart above may not sum to 100% due to rounding.)

LAIF Balance

Funds deposited with LAIF act as the City's savings account, which allows for the regular investment of short-term cash balances. LAIF complements our investment program by maximizing the earnings on liquid balances not needed for immediate disbursement. It also allows the City's investment manager to focus on

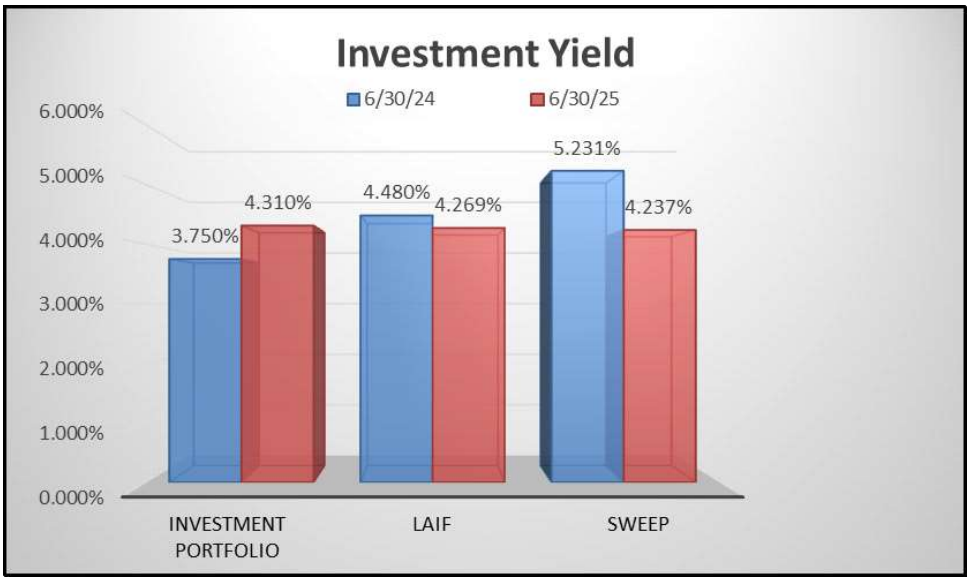
maximizing the return on its longer-term investments.

The balance in LAIF was $1,999,681.18 as of June 30, 2025. The annual yield on the LAIF portfolio was 4.269%, a decrease of 0.221% from the 4.480% earned at the end of June 2024.

Wells Fargo Cash Sweep Program

The Cash Sweep Program may include fixed, floating, or variable interest rates. The security selections for the Cash Sweep Program are based on several factors, including credit quality, yield, and maturity, while considering the fund's overall level of liquidity and weighted average maturity. The securities purchased have been determined to present minimal credit risk. For the quarter ending June 30, 2025, the total earnings from the Cash Sweep Program were $1,277,604.12 and had an Average Daily Yield of 4.237%.

The graph below compares the investment yields for the Investment Portfolio, LAIF, and the Cash Sweep Program for the period ending June 30, 2024, to June 30, 2025.



This report presents only the results of the operating portfolio managed by Chandler Asset Management, LAIF, and the Cash Sweep Program. The City's and developer bond portfolios are available for review in the Finance Department or may be sent to the City Council upon request.

In compliance with the California Government Code Section 53646, the Treasurer of the City of Murrieta hereby certifies that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditure requirements for the subsequent six months, July through December 2025. All investments in the City's portfolio comply with state law and the City's adopted Investment Policy.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

ATTACHMENTS

1. City of Murrieta Investment Report June 30, 2025

2. LAIF Regular Monthly Statement June 30, 2025
3. Wells Fargo Sweep Account Statements for April, May, and June 30, 2025
4. Portfolio Composition Chart as of June 30, 2025

INVESTMENT REPORT

City of Murrieta | As of June 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

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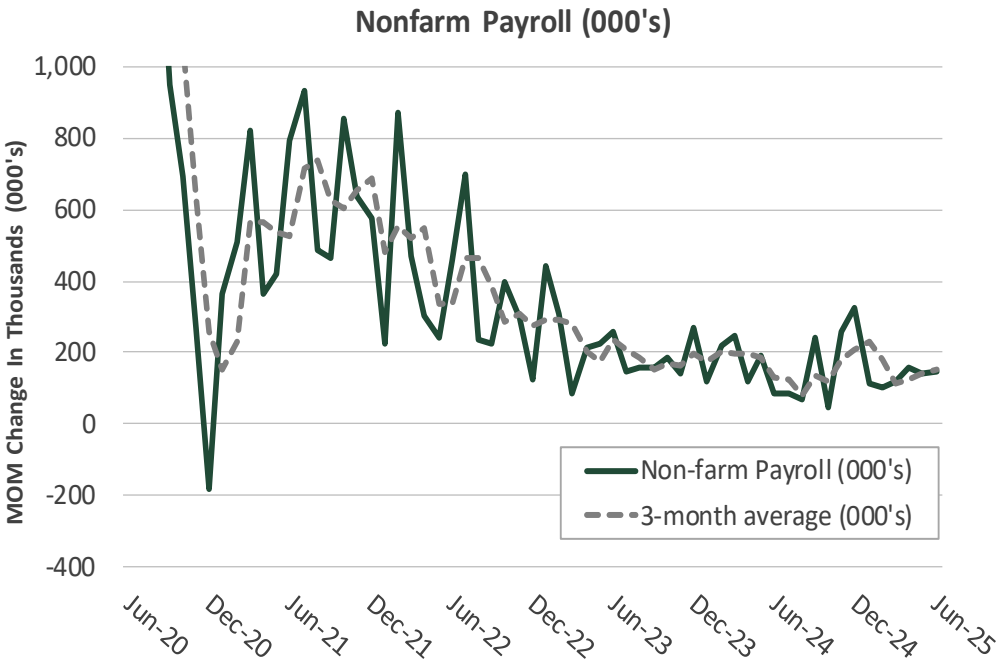
ECONOMIC UPDATE

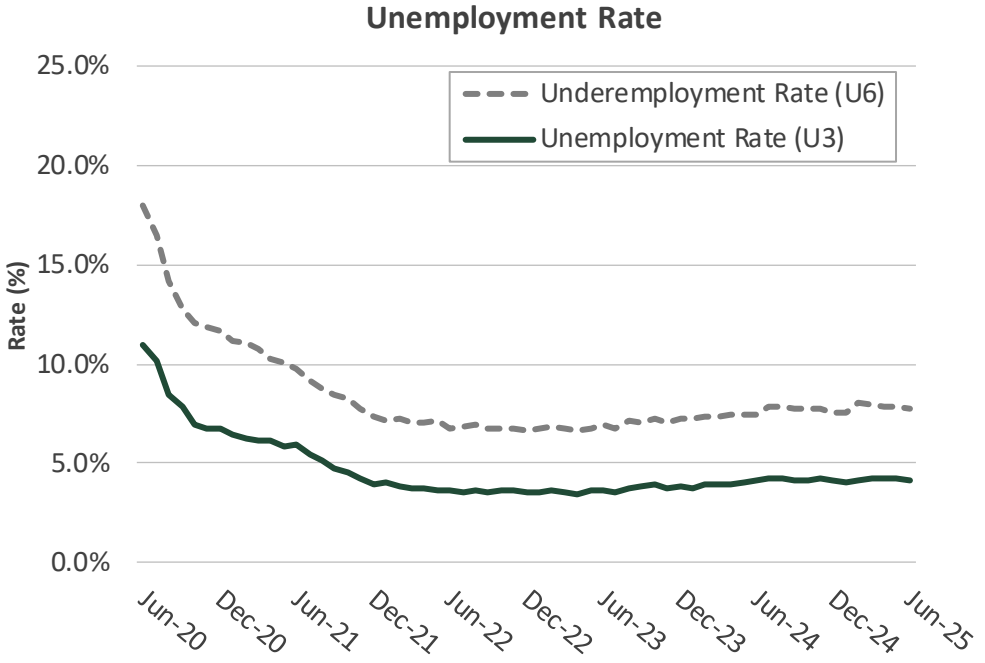
- Recent economic data suggest slower growth in 2025 and greater market uncertainty as the effects of fiscal policy unfold. Inflationary trends have subsided, but some components remain sticky, and core levels remain above the Fed's target. The labor market reflects improved balance between supply and demand for workers. While job creation has been robust, continuing jobless claims remain elevated. Given the economic outlook, we expect gradual normalization of monetary policy and a steepening yield curve.

- As broadly anticipated, the Federal Open Market Committee (FOMC) left the Federal Funds Rate unchanged at the range of 4.25 - 4.50% at the June meeting. Fed Chair Powell continued to emphasize the Committee's "wait and see" approach amidst economic uncertainty that remains elevated but diminished. Federal Reserve officials continued to pencil in two rate cuts in 2025.

- US Treasury yields declined in June. The 2-year Treasury yield fell 18 basis points to 3.72%, the 5-year Treasury dropped 17 basis points to 3.80%, and the 10-year Treasury yield also declined 17 basis points to 4.23%. The spread between the 2-year and 10-year Treasury yield points on the curve edged up to +51 basis points at June month-end versus +50 basis points at May month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -36 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was -7 basis points in June, versus -6 basis points in May.

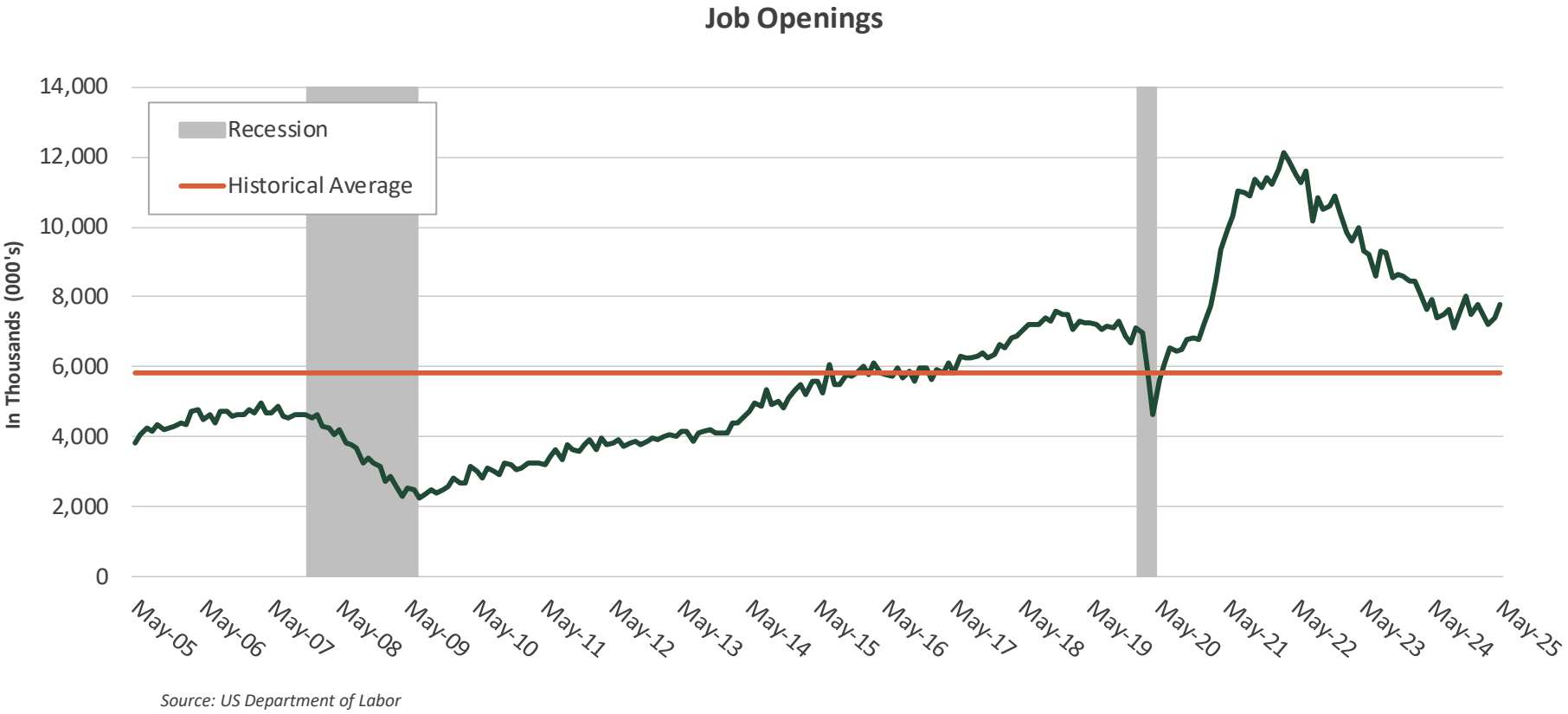


Source: US Department of Labor



Source: US Department of Labor

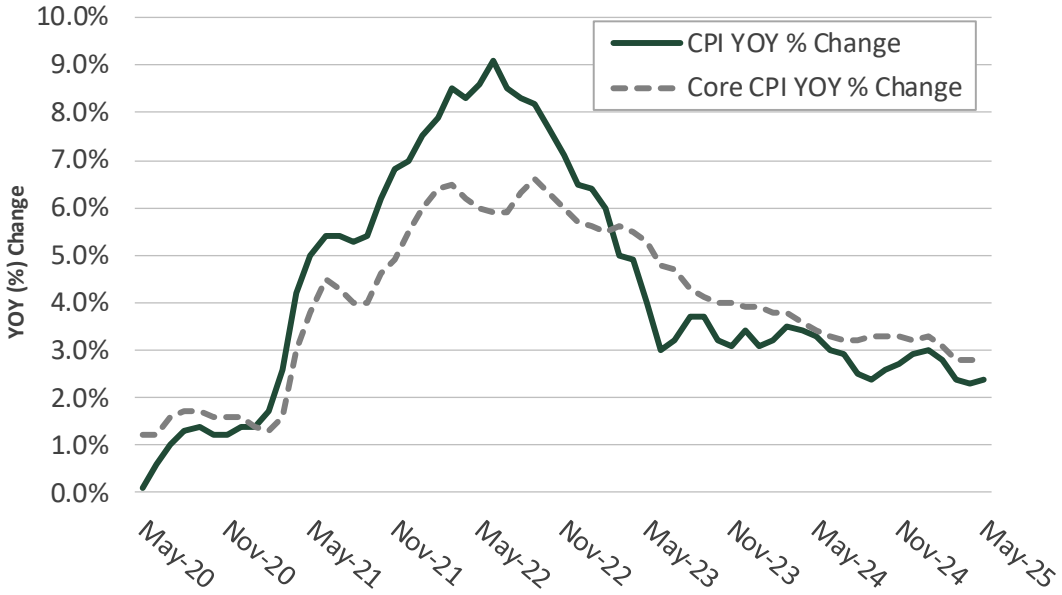
The U.S. economy added 147,000 jobs in June, exceeding consensus expectations, and the last two months were revised up by 16,000. Gains were primarily driven by state and local government education, while job growth in service sectors languished. The three-month moving average and six-month moving average payrolls totaled 150,000 and 130,000 respectively. The unemployment rate declined to 4.1% in June from 4.2% in May, due to a shrinking labor force. The labor participation rate dipped to 62.3%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons dropped to 7.7% in June. Average hourly earnings fell slightly, marking a 3.7% year-over-year increase.



Source: US Department of Labor

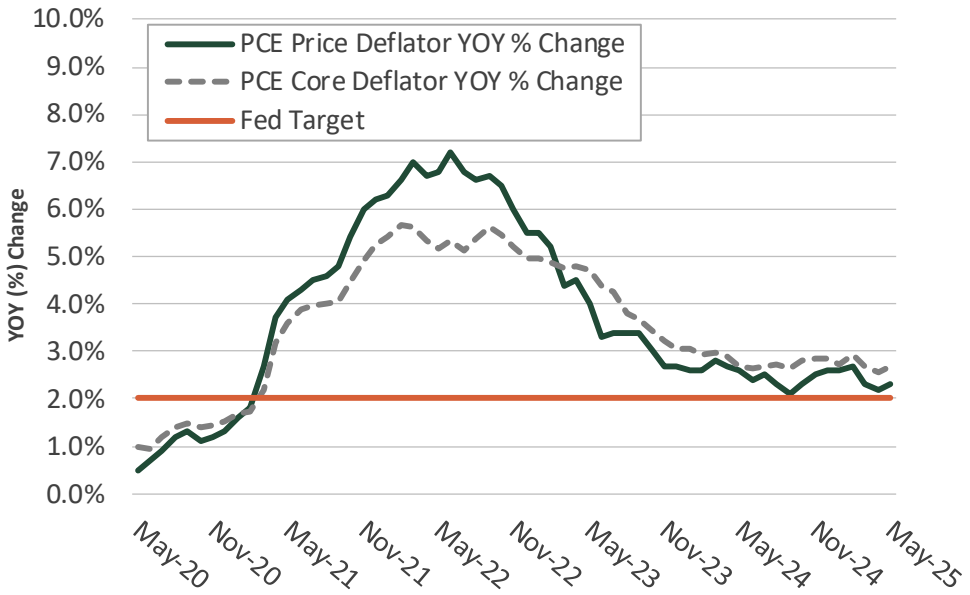
The Labor Department's Job Openings and Labor Turnover Survey (JOLTS) unexpectedly rose to 7.77 million new job openings in May from 7.40 million in April. Layoffs declined and the quits rate increased. Job openings indicate a ratio of approximately 1.1 jobs for each unemployed individual, representing a relatively balanced labor market.

Consumer Price Index (CPI)



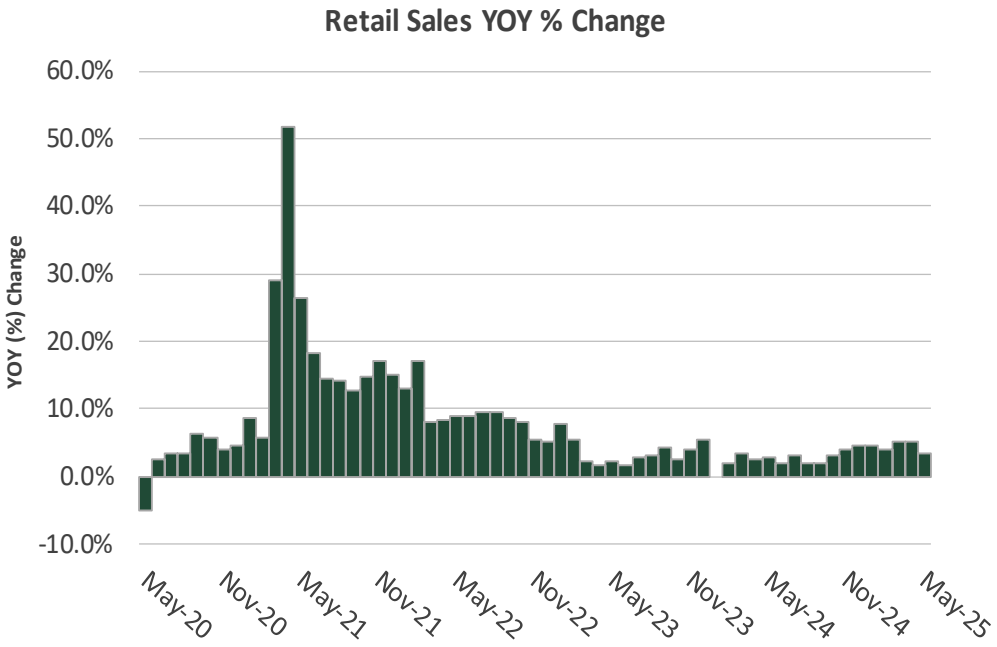
Source: US Department of Labor

Personal Consumption Expenditures (PCE)

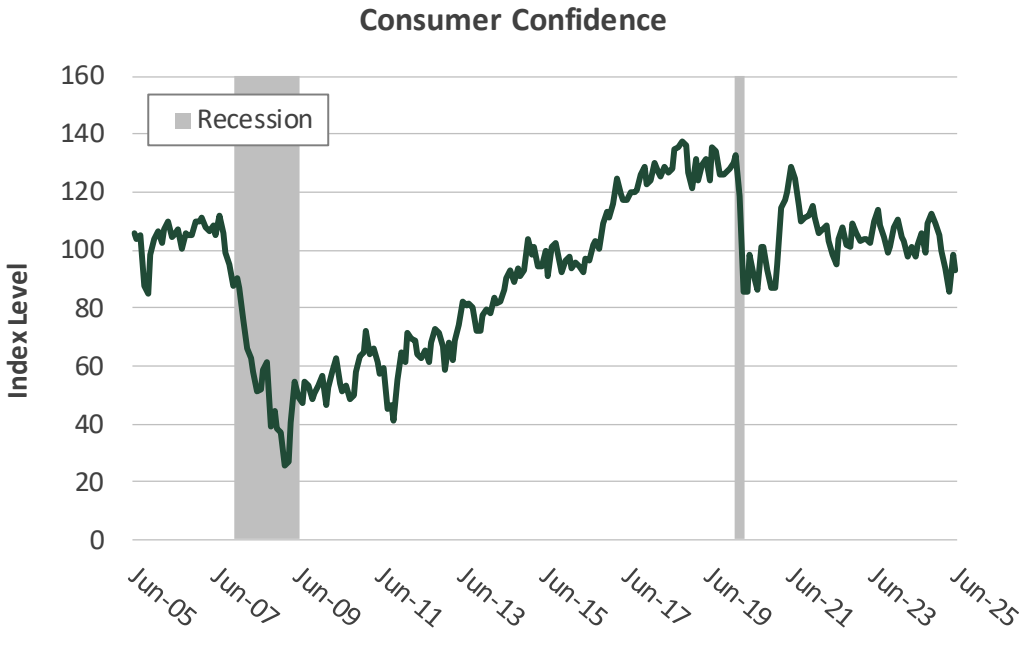


Source: US Department of Commerce

In May, the Consumer Price Index (CPI) cooled slightly more than consensus expectations. The headline CPI increased 0.1% month-over-month and rose 2.4% year-over-year, while the Core CPI rose 0.1% month-over-month and 2.8% year-over-year. The Personal Consumption Expenditures (PCE) price index increased 0.1% month-over-month and rose 2.3% year-over-year in May. The Core PCE deflator, which excludes food and energy and is the Fed's preferred gauge, increased 0.2% month-over-month and 2.7% year-over-year, up from April's 2.6% year-over-year increase. Inflation is hovering above the Fed's 2% target.

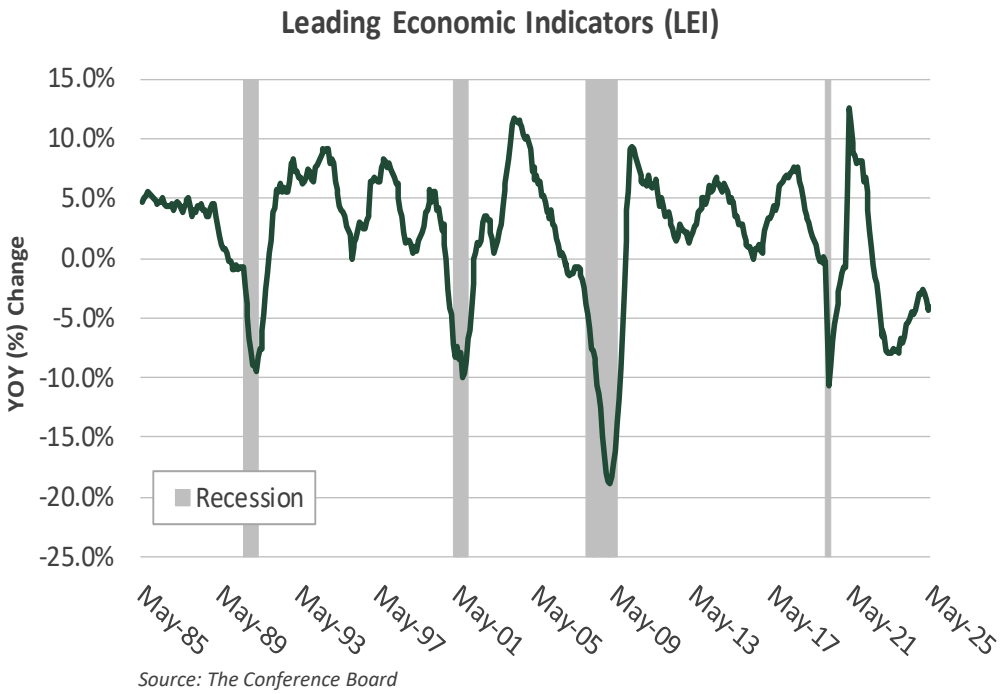


Source: US Department of Commerce

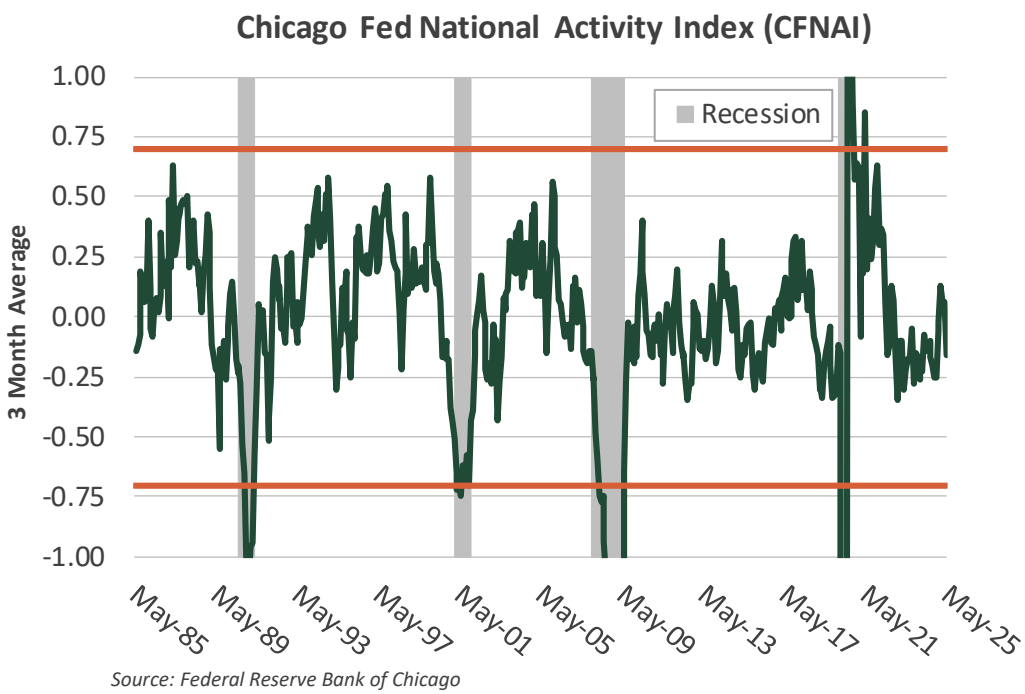


Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Advance Retail Sales were down 0.9% month-over-month in May, further slowing from a downwardly revised -0.1% in April. Declines were led by auto sales, building materials, garden equipment and supplies, and spending at restaurants and bars fell by the most since early 2023. Control group sales, which feed into GDP, were the only bright spot in the report, with a 0.4% increase. On a year-over-year basis, Retail Sales grew 3.3% in May following a 5.0% increase in April. The Conference Board's Consumer Confidence Index dropped to 93.0 in June from 98.4 in May, as consumers' assessment of both the current situation and future expectations for income and labor markets soured. While the consumer has been resilient, elevated inflation expectations, concerns about trade policies and tariffs, and general economic and policy uncertainty could pose potential risks to future spending.

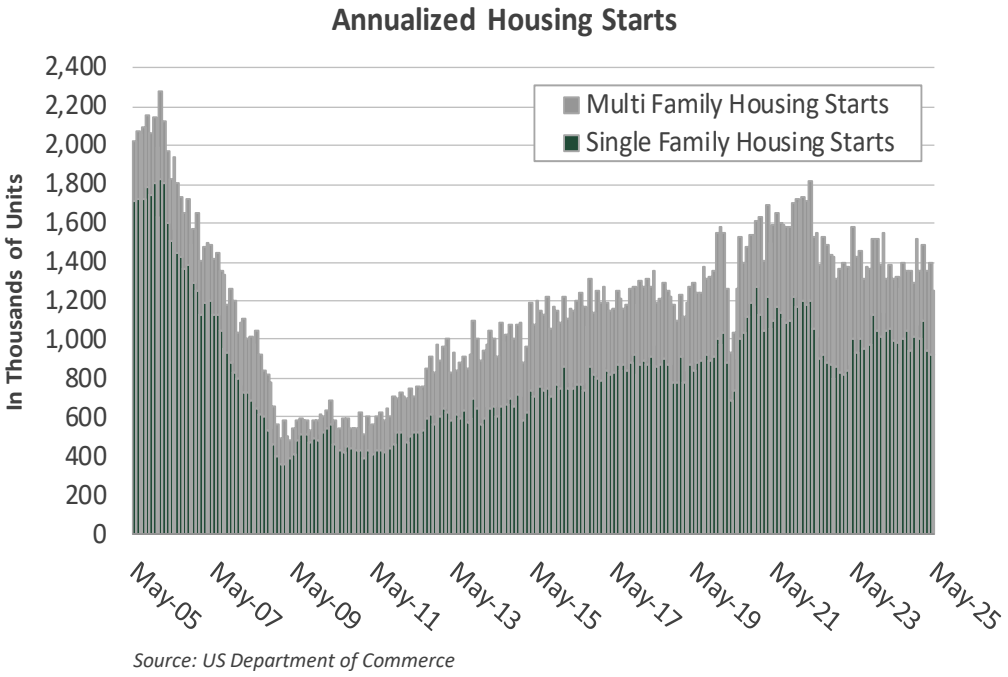


Source: The Conference Board

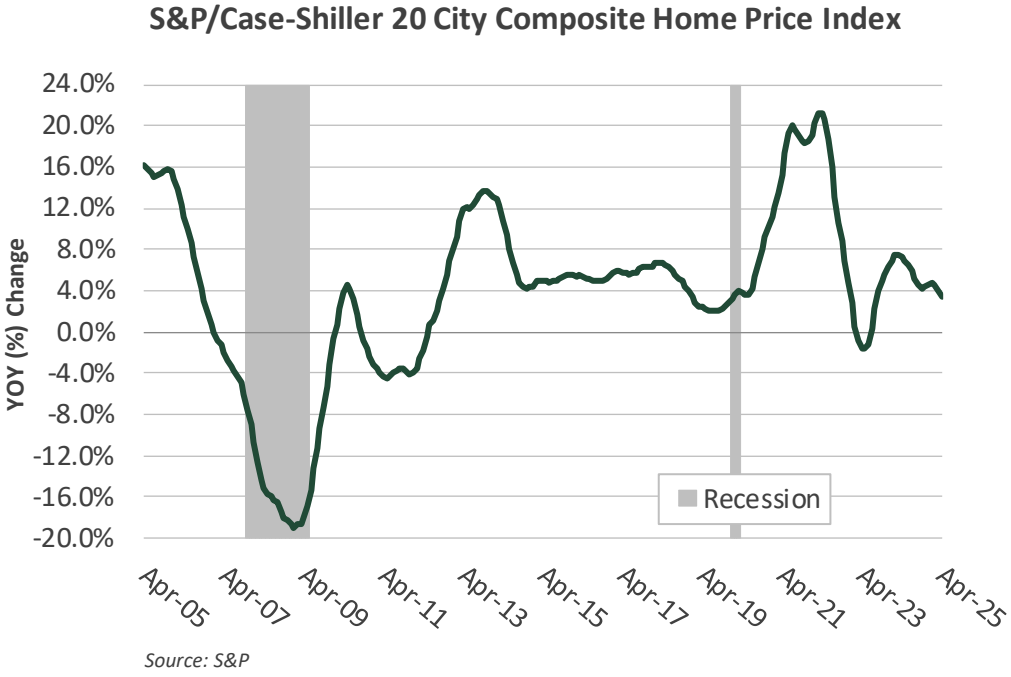


Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) fell by 0.1% in May, following a downwardly revised 1.4% decline in April. The LEI decreased by 4.0% year-over-year. The rebound in the stock market was the primary positive contributor, offset by consumer pessimism, weak new orders in manufacturing, the second consecutive month of rising initial unemployment claims, and a drop in housing permits. The Chicago Fed National Activity Index (CFNAI) improved to -0.28 in May from a downwardly revised -0.36 in April. The three-month moving average dropped to -0.16 in May from 0.06 in April, indicating slightly below trend growth.

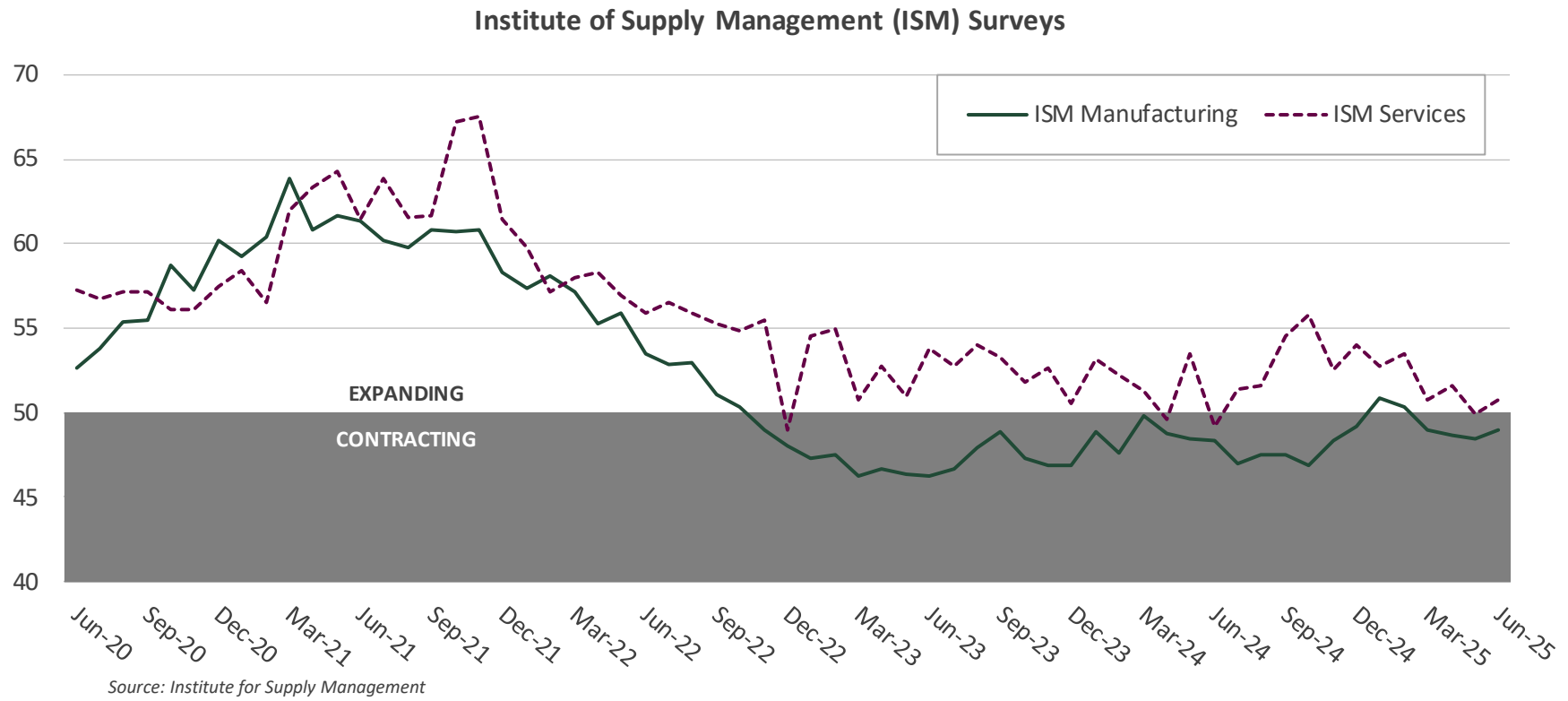


Source: US Department of Commerce



Source: S&P

Housing starts declined 9.8% month-over-month in May to a seasonally adjusted annual rate of 1.256 million units. Single family starts increased 0.4% above the revised April figures, whereas multi-family starts fell -30.4%. Total starts dropped 4.6% compared to May 2024. Homebuilder confidence is shaky due to elevated mortgage rates, affordability constraints, and a weakening economic outlook. The Freddie Mac 30-year fixed rate mortgage averaged approximately 6.8% in June. According to the Case-Shiller 20-City Home Price Index, housing prices rose 3.4% year-over-year in April, compared to 4.1% in March. Limited inventory, elevated mortgage rates, and lack of affordability continue to weigh on the housing market.



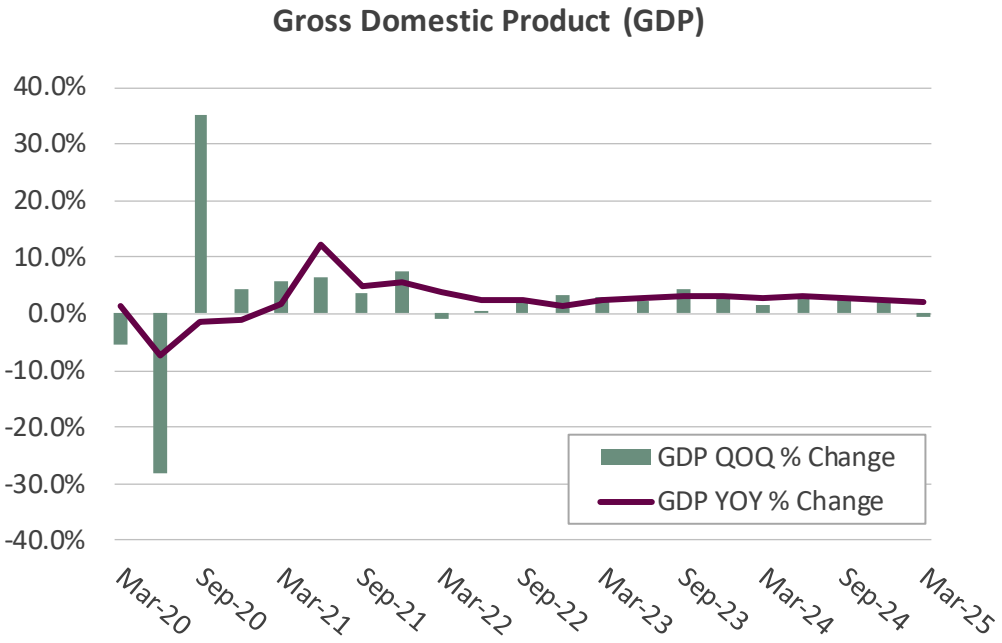
Source: Institute for Supply Management

The Institute for Supply Management (ISM) Manufacturing index edged up to 49.0 in June from 48.5 in May, indicating a continuation of modest contraction in the sector. Inventories and production improved as companies worked through backlogs, while employment and new orders contracted. The ISM Services index increased to 50.8 in June from 49.9 in May, as new orders improved. However, ongoing concerns about the impact of tariffs remain. A reading over 50 indicates expansion, while a reading under 50 indicates contraction.

GROSS DOMESTIC PRODUCT (GDP)

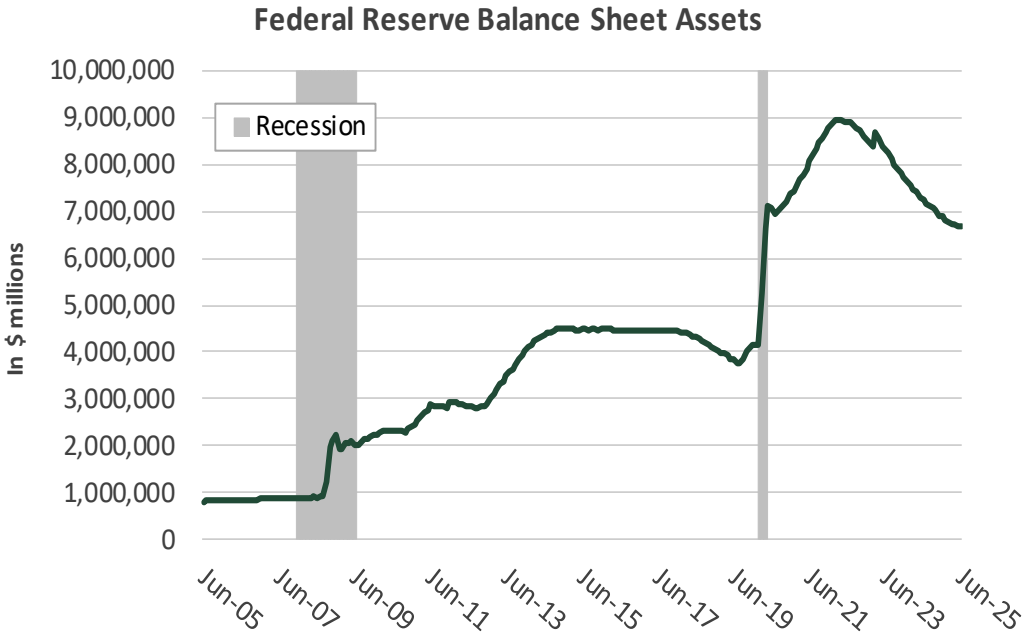
Components of GDP	6/24	9/24	12/24	3/25
Personal Consumption Expenditures	1.9%	2.5%	2.7%	0.3%
Gross Private Domestic Investment	1.5%	0.2%	-1.0%	3.9%
Net Exports and Imports	-0.9%	-0.4%	0.3%	-4.6%
Federal Government Expenditures	0.3%	0.6%	0.3%	-0.3%
State and Local (Consumption and Gross Investment)	0.3%	0.3%	0.3%	0.2%
Total	**3.0%**	**3.1%**	**2.5%**	**-0.5%**

Source: US Department of Commerce

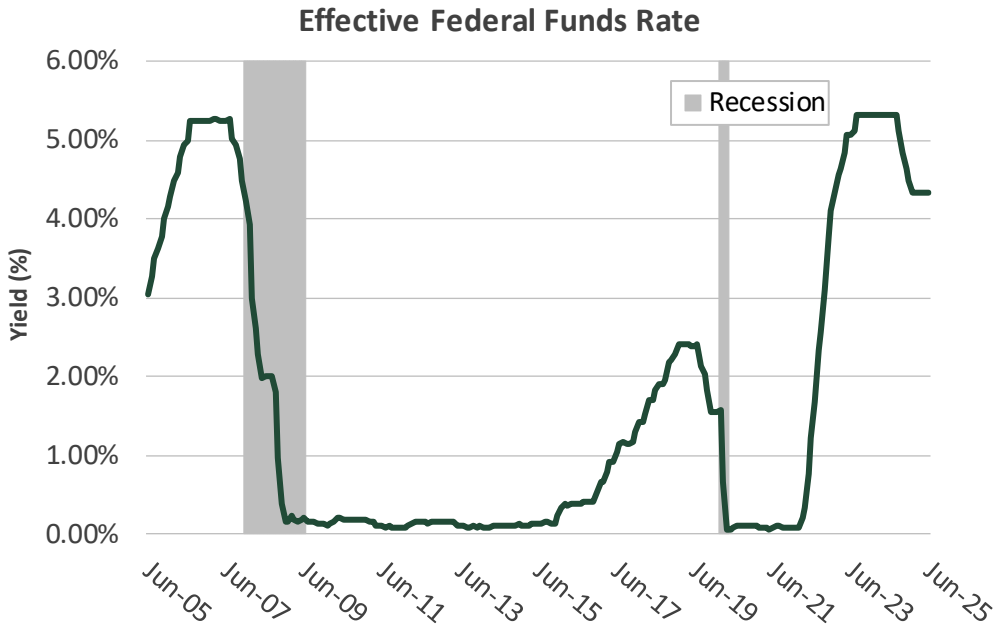


Source: US Department of Commerce

Real GDP decreased at an annualized rate of 0.5% in the first quarter of 2025, according to the third and final estimate from the Bureau of Economic Analysis, a downward revision from the previously estimated 0.2% decline. This marks the first negative quarter since 2022. The primary driver of the downward revision was weaker personal consumption expenditures. Net exports remained the primary drag on growth, as imports rose sharply in anticipation of higher tariffs. Gross investment contributed positively, powered by business decisions to get ahead of possible cost increases. The consensus projection calls for 2.1% growth for the second quarter and 1.5% for the full year 2025.

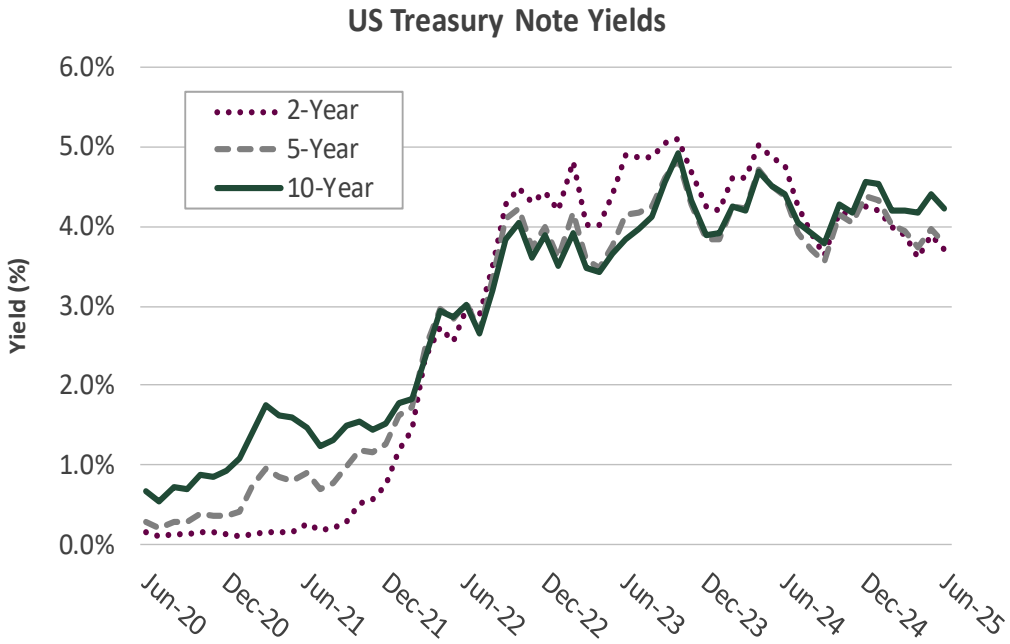


Source: Federal Reserve

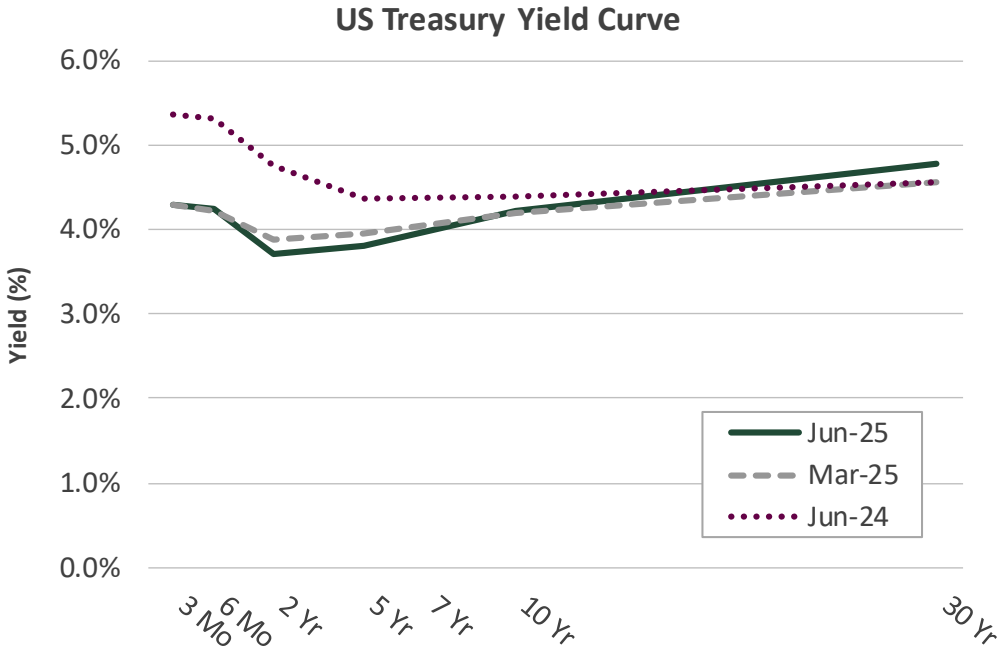


Source: Bloomberg

As broadly anticipated, the Federal Open Market Committee (FOMC) left the Federal Funds Rate unchanged at the range of 4.25 - 4.50% at the June meeting. In the Summary of Economic Projections (SEP), Federal Reserve officials continued to pencil in two rate cuts in 2025, while downgrading estimates for economic growth and raising forecasts for both unemployment and inflation this year. The statement indicated that uncertainty about the economic outlook remained elevated but had diminished. The monthly redemption cap on Treasuries will remain at $5 billion, while the cap on agencies and mortgage-backed securities will be maintained at $35 billion. Since the Fed began its Quantitative Tightening campaign in June 2022, securities holdings have declined by about $2.2 trillion to approximately $6.7 trillion.



Source: Bloomberg



Source: Bloomberg

At the end of June, the 2-year Treasury yield was 103 basis points lower, and the 10-Year Treasury yield was 17 basis points lower, year-over-year. The spread between the 2-year and 10-year Treasury yield points on the curve edged up to +51 basis points at June month-end versus +50 basis points at May month-end. The recent yield curve inversion which began in July 2022 was historically long. The average historical spread (since 2005) is about +99 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was -7 basis points in June, versus -6 basis points in May.

CHANDLER ASSET MANAGEMENT

ACCOUNT PROFILE

Investment Objectives

The City of Murrieta's investment objectives, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to achieve a rate of return over a market cycle that equals or exceeds the return on a market index of similar duration and sector allocation.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the investment policy and California Government Code.

STATEMENT OF COMPLIANCE

City of Murrieta | Account | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	10.8	Compliant	
Max % Issuer (MV)	30.0	10.8	Compliant	
Max Maturity (Years)	5.0	4.7	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	8.9	Compliant	
Max % Issuer (MV)	5.0	0.9	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	24.7	Compliant	

STATEMENT OF COMPLIANCE

City of Murrieta | Account | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	18.9	Compliant	
Max % Issuer (MV)	30.0	11.8	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.9	Compliant	
Max % Issuer (MV)	10.0	0.9	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Murrieta | Account | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	1.2	Compliant	
Max % Issuer (MV)	10.0	1.2	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	34.7	Compliant	
Max Maturity (Years)	5	4	Compliant	

PORTFOLIO CHARACTERISTICS

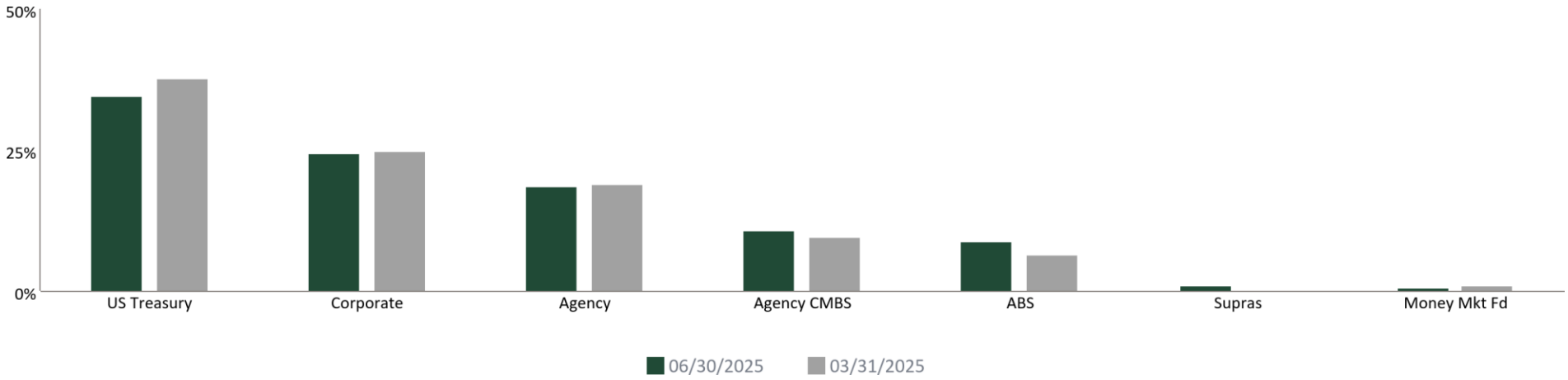
City of Murrieta | Account | As of June 30, 2025

	Benchmark*	6/30/2025 Portfolio	3/31/2025 Portfolio
Average Maturity (yrs)	1.85	2.14	2.11
Average Modified Duration	1.77	1.80	1.83
Average Purchase Yield		4.31%	4.17%
Average Market Yield	3.80%	4.04%	4.16%
Average Quality**	AA+	AA+	AA+
Total Market Value		154,634,664	152,602,494

*Benchmark: ICE BofA 1-3 Year US Treasury Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Murrieta | Account | As of June 30, 2025



Sector as a Percentage of Market Value

Sector	06/30/2025	03/31/2025
US Treasury	34.69%	38.04%
Corporate	24.65%	24.92%
Agency	18.88%	19.08%
Agency CMBS	10.81%	9.70%
ABS	8.87%	6.56%
Supras	1.19%	0.32%
Money Mkt Fd	0.91%	1.36%

ISSUERS

City of Murrieta | Account | As of June 30, 2025

Issuer	Investment Type	% Portfolio
Government of The United States	US Treasury	34.69%
Federal Home Loan Banks	Agency	11.77%
FHLMC	Agency CMBS	10.81%
Farm Credit System	Agency	7.11%
Massachusetts Mutual Life Insurance	Corporate	1.37%
Duke Energy Corporation	Corporate	1.30%
American Express Credit Master Trust	ABS	1.25%
International Bank for Recon and Dev	Supras	1.19%
The Home Depot, Inc.	Corporate	1.14%
Deere & Company	Corporate	1.12%
Mercedes-Benz Auto Lease Trust	ABS	1.09%
JPMorgan Chase & Co.	Corporate	1.04%
Bank of Montreal	Corporate	0.99%
National Rural Utilities Cooperative	Corporate	0.99%
Cisco Systems, Inc.	Corporate	0.99%
Florida Power & Light	Corporate	0.99%
PACCAR Inc	Corporate	0.96%
Air Products and Chemicals, Inc.	Corporate	0.94%
Amazon.com, Inc.	Corporate	0.92%
U.S. Bancorp	Money Mkt Fd	0.91%
Caterpillar Inc.	Corporate	0.90%
U.S. Bancorp	Corporate	0.87%
Chase Issuance Trust	ABS	0.87%
Honda Auto Receivables Owner Trust	ABS	0.87%
Royal Bank of Canada	Corporate	0.82%
Eli Lilly and Company	Corporate	0.82%
State Street Corporation	Corporate	0.80%
WF Card Issuance Trust	ABS	0.80%
UnitedHealth Group Incorporated	Corporate	0.79%
GM Financial Securitized Term	ABS	0.77%

ISSUERS

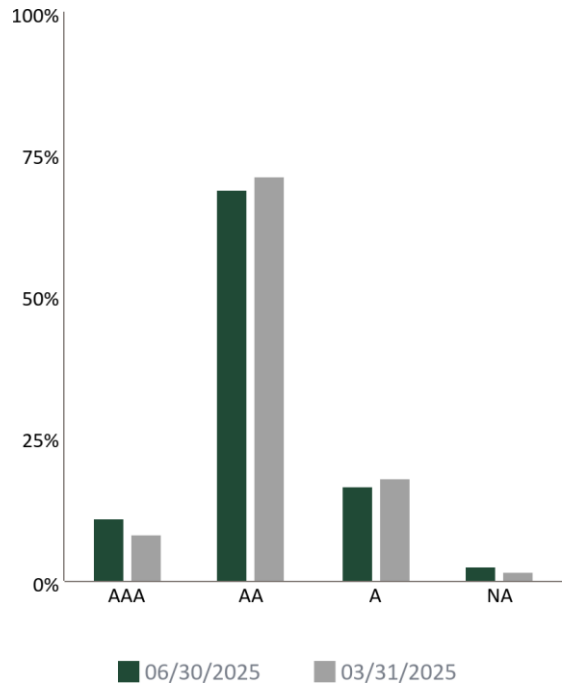
City of Murrieta | Account | As of June 30, 2025

Issuer	Investment Type	% Portfolio
Verizon Master Trust	ABS	0.69%
John Deere Owner Trust	ABS	0.69%
Bank of America Corporation	Corporate	0.66%
Met Tower Global Funding	Corporate	0.66%
Toyota Motor Corporation	Corporate	0.66%
BMW Vehicle Lease Trust	ABS	0.65%
Morgan Stanley	Corporate	0.65%
Northern Trust Corporation	Corporate	0.65%
Apple Inc.	Corporate	0.65%
New York Life Insurance Company	Corporate	0.65%
Chubb Limited	Corporate	0.65%
BlackRock, Inc.	Corporate	0.49%
Public Service Enterprise Group Inco	Corporate	0.48%
BMW Vehicle Owner Trust	ABS	0.42%
GM Financial Automobile Leasing Trus	ABS	0.40%
Hyundai Auto Receivables Trust	ABS	0.38%
Target Corporation	Corporate	0.37%
PepsiCo, Inc.	Corporate	0.34%
Cash	Cash	0.00%
TOTAL		**100.00%**

QUALITY DISTRIBUTION

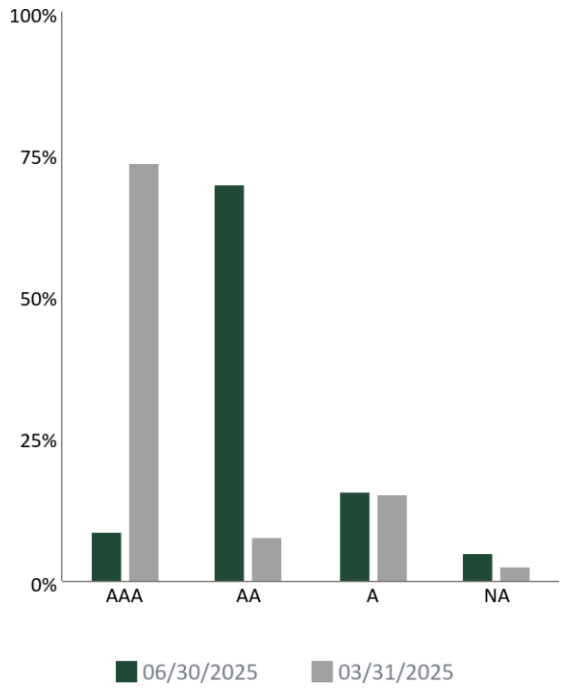
City of Murrieta | Account | As of June 30, 2025

S&P Rating



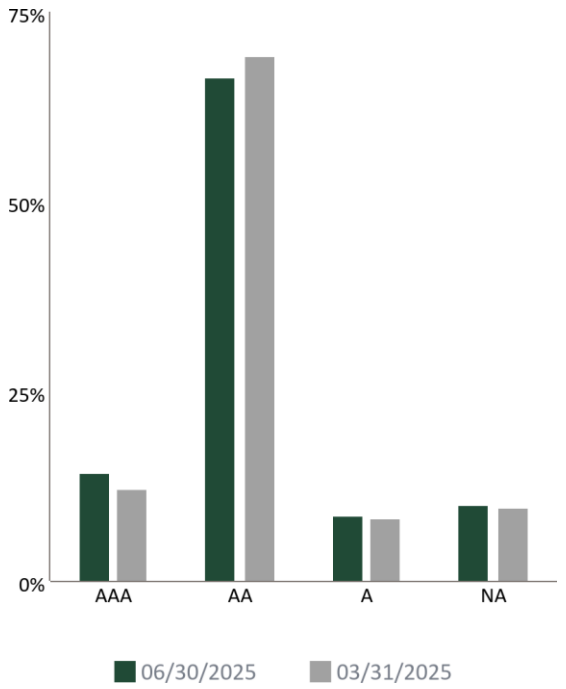
Rating	06/30/2025	03/31/2025
AAA	11.3%	8.6%
AA	69.1%	71.6%
A	17.0%	18.1%
NA	2.7%	1.7%

Moody's Rating



Rating	06/30/2025	03/31/2025
AAA	9.13%	73.49%
AA	69.88%	8.17%
A	15.95%	15.50%
NA	5.04%	2.84%

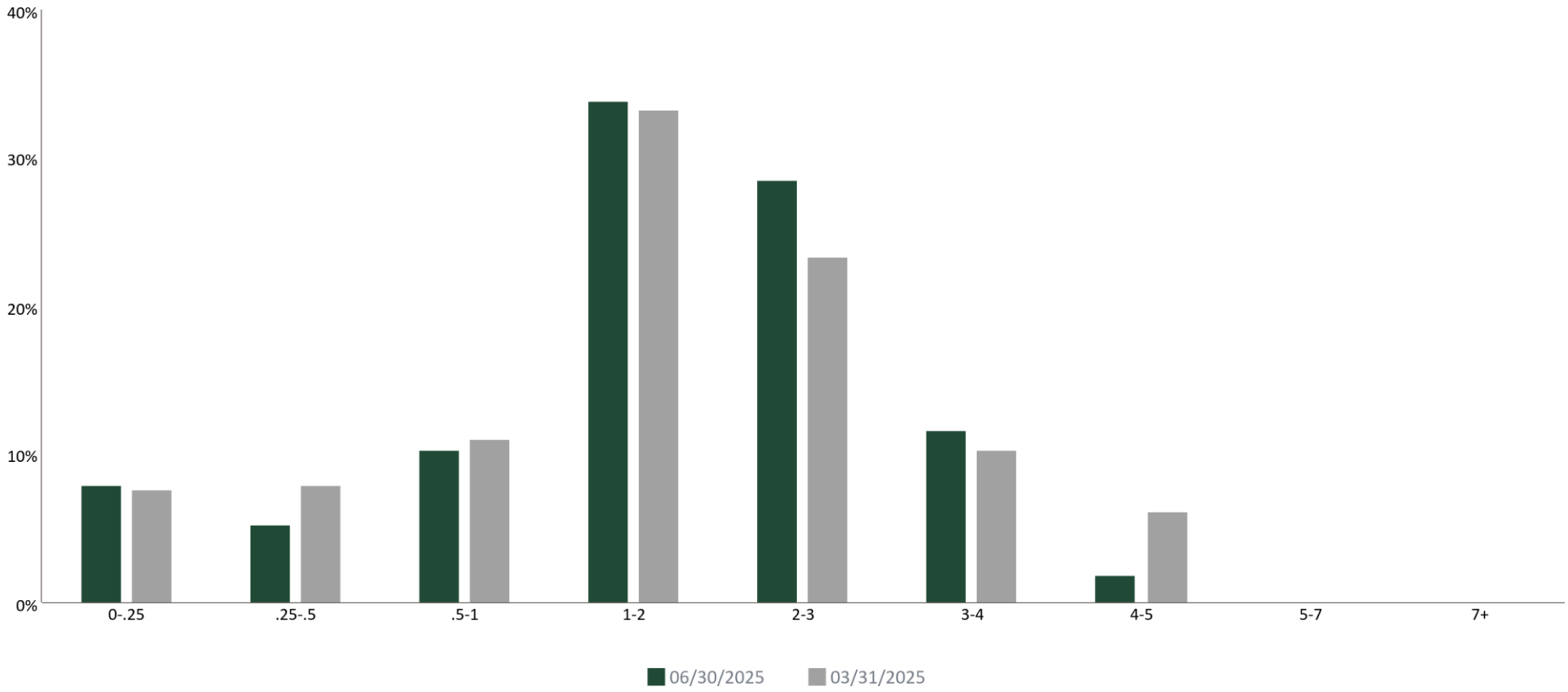
Fitch Rating



Rating	06/30/2025	03/31/2025
AAA	14.34%	12.21%
AA	66.52%	69.46%
A	8.82%	8.34%
NA	10.31%	10.00%

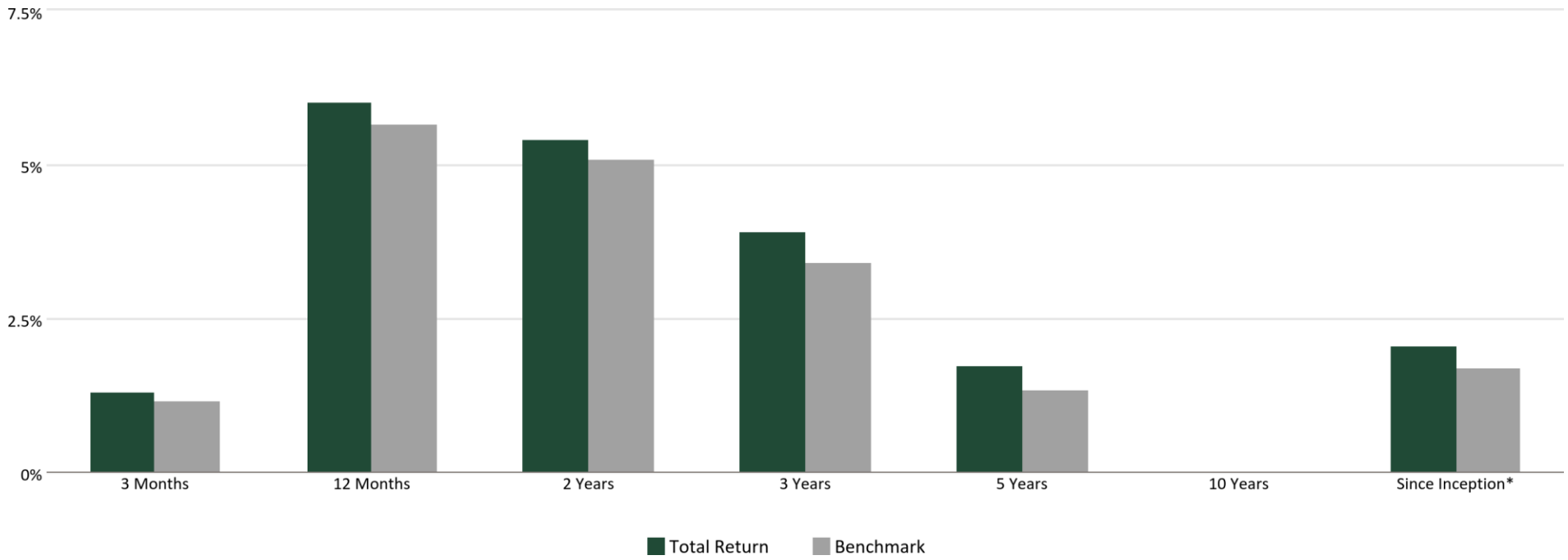
DURATION DISTRIBUTION

City of Murrieta | Account | As of June 30, 2025



Date	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
06/30/2025	8.0%	5.4%	10.4%	33.9%	28.5%	11.8%	2.0%	0.0%	0.0%
03/31/2025	7.6%	8.0%	11.2%	33.3%	23.3%	10.4%	6.2%	0.0%	0.0%

Total Rate of Return : Inception | 02/01/2020



	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN							
City of Murrieta	1.33%	6.02%	5.44%	3.94%	1.76%		2.06%
Benchmark	*1.18%*	*5.67%*	*5.09%*	*3.41%*	*1.37%*		*1.71%*

*Periods over 1 year are annualized.
Benchmark: ICE BofA 1-3 Year US Treasury Index
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

CHANDLER ASSET MANAGEMENT

PORTFOLIO HOLDINGS

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	70,807.45	08/15/2022 3.73%	70,803.23 70,803.23	99.86 4.53%	70,709.15 95.37	0.05% (94.08)	NA/AAA AAA	1.05 0.18
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	30,544.51	05/10/2022 3.21%	30,542.92 30,542.92	99.82 4.56%	30,489.36 16.34	0.02% (53.56)	Aaa/AAA NA	1.15 0.14
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	42,451.76	03/10/2022 2.33%	42,442.37 42,442.37	99.72 4.16%	42,331.03 43.77	0.03% (111.35)	Aaa/NA AAA	1.21 0.15
362554AC1	GMCAR 2021-4 A3 0.68 09/16/2026	630.10	10/13/2021 0.68%	630.08 630.08	99.84 4.51%	629.11 0.18	0.00% (0.98)	Aaa/AAA NA	1.21 0.04
380146AC4	GMCAR 2022-1 A3 1.26 11/16/2026	6,619.77	01/11/2022 1.26%	6,619.20 6,619.20	99.86 4.72%	6,610.38 3.48	0.00% (8.81)	NA/AAA AAA	1.38 0.04
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	158,417.48	08/08/2023 5.38%	158,398.48 158,398.48	100.17 4.55%	158,692.43 260.42	0.10% 293.94	NA/AAA AAA	1.39 0.19
36269FAD8	GMALT 2024-1 A3 5.09 03/22/2027	455,000.00	02/08/2024 5.09%	454,943.13 454,943.13	100.30 4.53%	456,368.23 707.65	0.30% 1,425.10	NA/AAA AAA	1.73 0.49
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	1,000,000.00	06/20/2024 5.19%	994,687.50 994,687.50	100.34 4.43%	1,003,413.50 830.00	0.65% 8,726.00	Aaa/AAA NA	1.73 0.57
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	86,628.82	07/06/2022 3.64%	86,628.22 86,628.22	99.81 4.51%	86,463.58 131.39	0.06% (164.65)	Aaa/NA AAA	1.79 0.22
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	350,000.00	05/17/2024 5.32%	349,959.05 349,959.05	101.22 4.38%	354,274.62 827.56	0.23% 4,315.57	Aaa/NA AAA	2.55 1.22
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	545,000.00	09/17/2024 4.24%	544,908.28 544,908.28	99.97 4.29%	544,845.82 1,024.60	0.36% (62.46)	NA/AAA AAA	2.63 1.29
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	705,000.00	05/20/2025 4.58%	704,988.30 704,988.30	100.64 4.23%	709,502.34 986.61	0.46% 4,514.04	NA/AAA AAA	2.90 1.62
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	1,250,000.00	02/13/2024 5.21%	1,249,945.63 1,249,945.63	100.86 4.32%	1,260,716.00 2,894.44	0.82% 10,770.37	Aaa/AAA NA	3.13 0.90
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,320,000.00	09/07/2023 5.23%	1,319,634.10 1,319,634.10	101.16 4.21%	1,335,255.11 3,027.20	0.87% 15,621.01	NA/AAA AAA	3.21 1.14
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	335,000.00	03/11/2024 4.96%	334,981.24 334,981.24	100.92 4.29%	338,094.60 738.49	0.22% 3,113.36	Aaa/NA AAA	3.38 1.27
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	600,000.00	06/04/2024 5.18%	599,908.86 599,908.86	101.26 4.11%	607,564.80 518.00	0.40% 7,655.94	Aaa/AAA NA	3.66 1.12

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	770,000.00	05/14/2025 4.61%	769,906.14 769,906.14	101.14 4.13%	778,744.20 1,577.64	0.51% 8,838.06	NA/AAA AAA	3.79 2.15
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	640,000.00	04/16/2024 5.23%	639,868.80 639,868.80	102.00 4.11%	652,779.20 1,487.64	0.43% 12,910.40	NA/AAA AAA	3.79 1.67
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	670,000.00	03/04/2025 4.23%	669,957.86 669,957.86	100.25 4.16%	671,654.63 1,259.60	0.44% 1,696.77	Aaa/NA AAA	4.22 2.18
44935XAD7	HART 2025-B A3 4.36 12/17/2029	585,000.00	06/03/2025 4.36%	584,947.18 584,947.18	100.64 4.09%	588,745.17 1,417.00	0.38% 3,797.99	NA/AAA AAA	4.47 2.07
92348KDY6	VZMT 2025-3 A1A 4.51 03/20/2030	1,050,000.00	03/25/2025 4.51%	1,049,954.85 1,049,954.85	100.44 4.39%	1,054,608.87 1,446.96	0.69% 4,654.02	Aaa/NA AAA	4.72 1.62
02582JKP4	AMXCA 2025-2 A 4.28 04/15/2030	1,255,000.00	05/06/2025 4.28%	1,254,977.28 1,254,977.28	100.61 4.08%	1,262,676.46 2,387.29	0.82% 7,699.18	NA/AAA AAA	4.79 2.58
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	370,000.00	05/06/2025 4.28%	369,945.54 369,945.54	100.54 4.07%	371,991.04 659.83	0.24% 2,045.50	Aaa/AAA NA	4.79 2.14
92970QAJ4	WFCIT 2025-1 A 4.34 05/15/2030	1,210,000.00	06/03/2025 4.33%	1,209,979.91 1,209,979.91	100.78 4.09%	1,219,476.48 3,063.32	0.80% 9,496.57	NA/AAA AAA	4.87 2.65
Total ABS		**13,506,099.89**	**4.74%**	**13,499,558.16 13,499,558.16**	**100.75 4.23%**	**13,606,636.09 25,404.78**	**8.87% 107,077.93**		**3.58 1.57**
AGENCY									
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	1,400,000.00	01/24/2024 4.40%	1,392,860.00 1,392,860.00	99.95 4.21%	1,399,341.08 25,506.25	0.91% 6,481.08	Aa1/AA+ AA+	0.56 0.54
3133ERDZ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026	1,000,000.00	05/20/2024 4.87%	997,690.00 997,690.00	100.61 4.01%	1,006,089.88 6,993.06	0.66% 8,399.88	Aa1/AA+ AA+	0.85 0.82
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	2,000,000.00	08/16/2023 4.78%	1,998,620.00 1,998,620.00	100.63 4.07%	2,012,545.40 5,013.89	1.31% 13,925.40	Aa1/AA+ AA+	0.95 0.92
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	2,000,000.00	11/09/2023 4.85%	2,007,480.00 2,007,480.00	100.85 4.18%	2,016,995.72 41,944.44	1.32% 9,515.72	Aa1/AA+ AA+	1.08 1.02
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026	2,405,000.00	08/09/2023 4.58%	2,399,468.50 2,399,468.50	100.55 3.99%	2,418,249.29 41,185.63	1.58% 18,780.79	Aa1/AA+ AA+	1.12 1.07
3130AWTQ3	FEDERAL HOME LOAN BANKS 4.625 09/11/2026	4,500,000.00	-- 4.81%	4,476,030.00 4,476,030.00	100.84 3.89%	4,537,826.37 63,593.75	2.96% 61,796.37	Aa1/AA+ AA+	1.20 1.14

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	1,750,000.00	11/30/2023 4.53%	1,754,427.50 1,754,427.50	100.87 3.96%	1,765,283.40 9,892.36	1.15% 10,855.90	Aa1/AA+ AA+	1.38 1.32
3130AYPN0	FEDERAL HOME LOAN BANKS 4.125 01/15/2027	2,000,000.00	01/30/2024 4.21%	1,995,560.00 1,995,560.00	100.49 3.79%	2,009,870.22 38,041.67	1.31% 14,310.22	Aa1/AA+ AA+	1.54 1.45
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	1,000,000.00	04/08/2024 4.66%	995,520.00 995,520.00	101.11 3.83%	1,011,126.13 11,875.00	0.66% 15,606.13	Aa1/AA+ AA+	1.74 1.64
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	1,500,000.00	04/10/2024 4.84%	1,496,115.00 1,496,115.00	101.70 3.75%	1,525,466.63 16,229.17	0.99% 29,351.63	Aa1/AA+ AA+	1.77 1.67
3133ERFJ5	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027	1,000,000.00	05/20/2024 4.69%	994,830.00 994,830.00	101.30 3.78%	1,013,033.82 5,125.00	0.66% 18,203.82	Aa1/AA+ AA+	1.89 1.79
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	3,000,000.00	03/24/2025 4.02%	3,039,480.00 3,039,480.00	101.97 3.72%	3,059,079.18 41,625.00	1.99% 19,599.18	Aa1/AA+ AA+	2.70 2.49
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	2,000,000.00	07/06/2023 4.49%	1,956,940.00 1,956,940.00	100.77 3.72%	2,015,345.44 4,888.89	1.31% 58,405.44	Aa1/AA+ AA+	2.94 2.75
3130AVVX7	FEDERAL HOME LOAN BANKS 3.75 06/09/2028	1,120,000.00	06/07/2023 4.00%	1,107,243.20 1,107,243.20	100.09 3.72%	1,120,967.72 2,566.67	0.73% 13,724.52	Aa1/AA+ AA+	2.94 2.75
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	2,000,000.00	10/12/2023 4.71%	1,981,460.00 1,981,460.00	102.15 3.78%	2,043,075.10 24,750.00	1.33% 61,615.10	Aa1/AA+ AA+	3.23 2.95
Total Agency		**28,675,000.00**	**4.56%**	**28,593,724.20** **28,593,724.20**	**100.98** **3.89%**	**28,954,295.37** **339,230.76**	**18.88%** **360,571.17**		**1.72** **1.61**
AGENCY CMBS									
3137BM7C4	FHMS K-051 A2 3.308 09/25/2025	940,236.59	06/23/2022 3.30%	938,253.28 938,253.28	99.57 4.46%	936,148.25 2,591.92	0.61% (2,105.02)	Aa1/AA+ AAA	0.24 0.19
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	2,000,000.00	02/09/2023 4.35%	1,890,546.88 1,890,546.88	98.16 4.23%	1,963,105.20 4,421.67	1.28% 72,558.32	Aa1/AA+ AAA	1.15 1.07
3137BTUM1	FHMS K-061 A2 3.347 11/25/2026	866,584.60	09/22/2022 4.23%	835,475.57 835,475.57	98.83 4.13%	856,438.02 2,417.05	0.56% 20,962.45	Aa1/AA+ AAA	1.41 1.26
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	862,000.00	-- 4.09%	839,600.51 839,600.51	98.81 4.16%	851,755.65 2,463.88	0.56% 12,155.14	Aa1/AA+ AAA	1.57 1.36
3137F1G44	FHMS K-065 A2 3.243 04/25/2027	1,000,000.00	09/19/2022 4.08%	965,468.75 965,468.75	98.42 4.10%	984,211.10 2,702.50	0.64% 18,742.35	Aa1/AA+ AAA	1.82 1.65

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	1,226,707.43	05/18/2023 4.13%	1,178,357.91 1,178,357.91	98.15 4.01%	1,204,002.42 3,257.93	0.78% 25,644.51	Aa1/AAA AA+	2.24 2.06
3137F4X72	FHMS K-075 A2 3.65 02/25/2028	1,165,000.00	09/14/2023 4.92%	1,107,478.13 1,107,478.13	98.95 4.01%	1,152,820.39 3,543.54	0.75% 45,342.26	Aa1/AA+ AAA	2.66 2.45
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	1,250,000.00	05/28/2024 4.94%	1,197,265.63 1,197,265.63	99.55 4.00%	1,244,320.38 4,062.50	0.81% 47,054.75	Aa1/AA+ AAA	3.15 2.89
3137FK4M5	FHMS K-085 A2 4.06 10/25/2028	2,000,000.00	05/07/2025 4.12%	1,990,703.13 1,990,703.13	99.96 4.02%	1,999,200.60 6,766.67	1.30% 8,497.47	Aaa/AA+ AA+	3.32 3.02
3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	1,500,000.00	08/19/2024 4.12%	1,385,332.03 1,385,332.03	94.13 4.06%	1,411,927.05 2,825.00	0.92% 26,595.02	Aa1/AA+ AAA	3.57 3.28
3137FLMV3	FHMS K-090 A2 3.422 02/25/2029	2,000,000.00	03/27/2025 4.30%	1,932,500.00 1,932,500.00	97.84 4.04%	1,956,767.20 5,703.33	1.28% 24,267.20	Aa1/AAA AA+	3.66 3.32
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	2,000,000.00	03/26/2025 4.37%	1,997,890.63 1,997,890.63	100.99 4.13%	2,019,728.20 7,353.33	1.32% 21,837.57	Aaa/AA+ AA+	4.73 3.92
Total Agency CMBS		**16,810,528.62**	**4.27%**	**16,258,872.45** **16,258,872.45**	**98.66** **4.10%**	**16,580,424.46** **48,109.32**	**10.81%** **321,552.01**		**2.71** **2.42**
CASH									
CCYUSD	Receivable	6,208.24	--	6,208.24 6,208.24	1.00 0.00%	6,208.24 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**6,208.24**		**6,208.24** **6,208.24**	**1.00** **0.00%**	**6,208.24** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
CORPORATE									
14913R2Z9	CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025	1,375,000.00	08/08/2022 3.69%	1,373,336.25 1,373,336.25	99.91 4.36%	1,373,791.50 19,377.95	0.90% 455.25	A2/A A+	0.12 0.11
26442UAA2	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	1,000,000.00	06/23/2022 3.57%	990,710.00 990,710.00	99.84 4.54%	998,360.57 12,277.78	0.65% 7,650.57	Aa3/A NA	0.13 0.12
437076CR1	HOME DEPOT INC 4.0 09/15/2025	1,000,000.00	09/14/2022 4.13%	996,380.00 996,380.00	99.90 4.46%	998,960.85 11,777.78	0.65% 2,580.85	A2/A A	0.21 0.20
023135CN4	AMAZON.COM INC 4.6 12/01/2025	425,000.00	11/29/2022 4.60%	424,974.50 424,974.50	100.17 4.18%	425,703.12 1,629.17	0.28% 728.62	A1/AA AA-	0.42 0.41

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
037833BY5	APPLE INC 3.25 02/23/2026	1,000,000.00	02/22/2023 4.72%	959,390.00 959,390.00	99.37 4.24%	993,724.09 11,555.56	0.65% 34,334.09	Aaa/AA+ NA	0.65 0.62
57629W6F2	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	750,000.00	04/04/2023 4.52%	749,482.50 749,482.50	100.04 4.44%	750,289.31 7,593.75	0.49% 806.81	Aa3/AA+ AA+	0.78 0.75
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00	09/13/2023 5.23%	954,220.00 954,220.00	99.23 4.29%	992,309.61 5,397.22	0.65% 38,089.61	A2/A A	0.84 0.81
58989V2F0	MET TOWER GLOBAL FUNDING 5.4 06/20/2026	1,000,000.00	06/12/2023 5.38%	1,000,440.00 1,000,440.00	101.02 4.31%	1,010,247.22 1,650.00	0.66% 9,807.22	Aa3/AA- AA-	0.97 0.94
61747YET8	MORGAN STANLEY 4.679 07/17/2026	1,000,000.00	09/14/2022 5.45%	994,030.00 994,030.00	99.98 6.05%	999,845.29 21,315.44	0.65% 5,815.29	A1/A- A+	1.05 0.04
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	1,450,000.00	-- 4.99%	1,451,925.00 1,451,925.00	101.04 4.07%	1,465,136.13 28,679.79	0.96% 13,211.13	A1/A+ NA	1.11 1.05
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00	09/13/2023 5.57%	998,810.00 998,810.00	101.42 4.22%	1,014,182.56 20,415.50	0.66% 15,372.56	Aa2/A+ AA	1.13 0.99
713448FW3	PEPSICO INC 5.125 11/10/2026	510,000.00	11/08/2023 5.13%	509,862.30 509,862.30	101.26 4.16%	516,425.64 3,702.81	0.34% 6,563.34	A1/A+ NA	1.36 1.22
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	1,575,000.00	-- 5.08%	1,576,460.00 1,576,460.00	101.27 4.19%	1,594,939.41 5,141.94	1.04% 18,479.41	Aa2/AA- AA	1.44 1.29
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	1,000,000.00	01/10/2024 4.52%	999,460.00 999,460.00	100.63 4.07%	1,006,284.97 21,625.00	0.66% 6,824.97	A1/A A+	1.53 1.43
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	1,245,000.00	01/10/2024 4.88%	1,244,688.75 1,244,688.75	100.97 4.22%	1,257,088.13 27,312.19	0.82% 12,399.38	A1/A AA-	1.56 1.45
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	1,500,000.00	02/29/2024 4.78%	1,500,810.00 1,500,810.00	101.21 4.03%	1,518,189.83 25,000.00	0.99% 17,379.83	A1/AA- NA	1.66 1.48
857477CL5	STATE STREET CORP 4.993 03/18/2027	1,210,000.00	03/13/2024 4.99%	1,210,000.00 1,210,000.00	101.45 4.11%	1,227,511.50 17,285.49	0.80% 17,511.50	Aa3/A AA-	1.71 1.53
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	1,000,000.00	09/14/2022 4.23%	990,460.00 990,460.00	99.88 4.07%	998,777.01 5,666.67	0.65% 8,317.01	A2/A+ A+	1.86 1.76
009158AY2	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027	1,500,000.00	02/09/2024 4.71%	1,371,945.00 1,371,945.00	96.00 4.09%	1,440,073.52 3,545.83	0.94% 68,128.52	A2/A NA	1.87 1.81
437076DB5	HOME DEPOT INC 4.875 06/25/2027	740,000.00	-- 4.95%	738,545.60 738,545.60	101.58 4.04%	751,659.67 601.25	0.49% 13,114.07	A2/A A	1.99 1.80
09290DAH4	BLACKROCK INC 4.6 07/26/2027	750,000.00	07/18/2024 4.57%	750,645.00 750,645.00	101.22 3.98%	759,157.77 14,854.17	0.49% 8,512.77	Aa3/AA- NA	2.07 1.85

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	1,250,000.00	08/22/2024 4.10%	1,251,637.50 1,251,637.50	100.49 3.90%	1,256,130.85 19,741.32	0.82% 4,493.35	Aa3/A+ NA	2.12 1.91
023135BC9	AMAZON.COM INC 3.15 08/22/2027	1,000,000.00	07/30/2024 4.55%	960,450.00 960,450.00	98.37 3.95%	983,710.53 11,287.50	0.64% 23,260.53	A1/AA AA-	2.15 2.02
89236TKJ3	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027	1,000,000.00	06/20/2024 4.89%	989,900.00 989,900.00	100.84 4.15%	1,008,388.15 12,765.28	0.66% 18,488.15	A1/A+ A+	2.22 2.07
64952WFJ7	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027	1,000,000.00	09/25/2024 3.91%	999,820.00 999,820.00	99.33 4.21%	993,287.74 9,750.00	0.65% (6,532.26)	Aa1/AA+ AAA	2.25 2.11
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	1,250,000.00	07/30/2024 4.60%	1,189,300.00 1,189,300.00	97.29 4.20%	1,216,067.29 7,784.72	0.79% 26,767.29	A2/A+ A	2.29 2.17
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	700,000.00	01/06/2025 4.66%	699,790.00 699,790.00	101.51 4.01%	710,570.92 15,551.67	0.46% 10,780.92	A1/A A+	2.52 2.31
63743HFW7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028	1,500,000.00	06/17/2025 4.40%	1,512,345.00 1,512,345.00	101.29 4.22%	1,519,353.71 28,500.00	0.99% 7,008.71	A2/NA A	2.61 2.31
57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	1,340,000.00	03/20/2025 4.49%	1,338,405.40 1,338,405.40	100.60 4.21%	1,348,092.54 15,570.06	0.88% 9,687.14	Aa3/AA+ AA+	2.74 2.53
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	750,000.00	06/22/2023 4.79%	715,005.00 715,005.00	99.12 4.03%	743,408.87 4,625.00	0.48% 28,403.87	A1/A NA	2.84 2.65
90331HPS6	US BANK NA 4.73 05/15/2028	1,330,000.00	05/12/2025 4.88%	1,330,000.00 1,330,000.00	100.50 4.74%	1,336,681.16 8,038.37	0.87% 6,681.16	A2/A+ A+	2.88 1.76
341081GN1	FLORIDA POWER & LIGHT CO 4.4 05/15/2028	1,500,000.00	05/22/2023 4.64%	1,484,025.00 1,484,025.00	100.75 4.12%	1,511,203.50 8,433.33	0.99% 27,178.50	Aa2/A+ AA-	2.88 2.51
87612EBU9	TARGET CORP 4.35 06/15/2028	570,000.00	06/05/2025 4.35%	569,994.30 569,994.30	100.60 4.13%	573,426.00 1,446.38	0.37% 3,431.70	A2/A A	2.96 2.67
26444HAE1	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028	1,000,000.00	06/04/2025 4.32%	985,120.00 985,120.00	99.12 4.11%	991,183.94 17,522.22	0.65% 6,063.94	A1/A NA	3.04 2.79
06368MJG0	BANK OF MONTREAL 5.004 01/27/2029	1,500,000.00	01/24/2025 4.96%	1,501,860.00 1,501,860.00	101.62 4.53%	1,524,289.04 32,109.00	0.99% 22,429.04	A2/A- AA-	3.58 2.35
Total Corporate		**37,720,000.00**	**4.66%**	**37,314,227.10** **37,314,227.10**	**100.25** **4.25%**	**37,808,451.93** **459,530.12**	**24.65%** **494,224.83**		**1.81** **1.56**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
31846V567	FIRST AMER:GVT OBLG Z	1,393,263.96	-- 4.22%	1,393,263.96 1,393,263.96	1.00 4.22%	1,393,263.96 0.00	0.91% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**1,393,263.96**	**4.22%**	**1,393,263.96 1,393,263.96**	**1.00 4.22%**	**1,393,263.96 0.00**	**0.91% 0.00**		**0.00 0.00**
SUPRANATIONAL									
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	1,335,000.00	04/29/2025 3.70%	1,332,036.30 1,332,036.30	99.70 3.74%	1,330,947.05 7,393.49	0.87% (1,089.25)	Aaa/AAA NA	2.85 2.66
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	500,000.00	07/24/2023 4.26%	483,115.00 483,115.00	99.26 3.76%	496,277.62 8,215.28	0.32% 13,162.62	Aaa/AAA NA	3.03 2.80
Total Supranational		**1,835,000.00**	**3.86%**	**1,815,151.30 1,815,151.30**	**99.58 3.74%**	**1,827,224.67 15,608.77**	**1.19% 12,073.37**		**2.90 2.70**
US TREASURY									
91282CAB7	UNITED STATES TREASURY 0.25 07/31/2025	2,000,000.00	12/02/2021 1.06%	1,942,031.25 1,942,031.25	99.66 4.34%	1,993,238.48 2,085.64	1.30% 51,207.23	Aa1/AA+ AA+	0.08 0.08
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	3,250,000.00	-- 2.90%	3,259,882.81 3,259,882.81	99.67 4.29%	3,239,420.57 24,508.20	2.11% (20,462.24)	Aa1/AA+ AA+	0.25 0.25
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	2,500,000.00	06/23/2022 3.02%	2,498,632.81 2,498,632.81	99.57 4.28%	2,489,355.48 12,635.87	1.62% (9,277.34)	Aa1/AA+ AA+	0.34 0.33
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	2,500,000.00	06/23/2022 3.11%	2,431,152.34 2,431,152.34	99.24 4.32%	2,480,924.48 7,184.10	1.62% 49,772.14	Aa1/AA+ AA+	0.38 0.37
9128285T3	UNITED STATES TREASURY 2.625 12/31/2025	2,500,000.00	09/14/2022 3.76%	2,412,792.97 2,412,792.97	99.22 4.23%	2,480,501.30 178.33	1.62% 67,708.33	Aa1/AA+ AA+	0.50 0.49
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	2,500,000.00	09/14/2022 3.74%	2,377,832.03 2,377,832.03	98.65 4.10%	2,466,259.78 14,139.34	1.61% 88,427.75	Aa1/AA+ AA+	0.75 0.73
91282CGV7	UNITED STATES TREASURY 3.75 04/15/2026	2,000,000.00	03/20/2024 4.63%	1,965,703.13 1,965,703.13	99.74 4.08%	1,994,804.68 15,778.69	1.30% 29,101.55	Aa1/AA+ AA+	0.79 0.76
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	3,000,000.00	09/13/2023 4.66%	2,767,031.25 2,767,031.25	97.50 3.88%	2,925,117.18 7,663.04	1.91% 158,085.93	Aa1/AA+ AA+	1.38 1.33
MONEY MARKET FUND									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
912828YX2	UNITED STATES TREASURY 1.75 12/31/2026	1,750,000.00	12/27/2023 3.96%	1,641,240.23 1,641,240.23	96.98 3.84%	1,697,226.56 83.22	1.11% 55,986.33	Aa1/AA+ AA+	1.50 1.46
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	2,500,000.00	11/17/2022 4.02%	2,349,414.06 2,349,414.06	97.86 3.77%	2,446,582.03 15,710.38	1.60% 97,167.97	Aa1/AA+ AA+	1.75 1.68
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	1,300,000.00	12/12/2022 3.87%	1,266,687.50 1,266,687.50	99.11 3.72%	1,288,371.10 114.81	0.84% 21,683.60	Aa1/AA+ AA+	2.00 1.91
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	2,000,000.00	07/26/2023 4.30%	1,887,109.38 1,887,109.38	98.05 3.73%	1,961,015.62 22,941.99	1.28% 73,906.24	Aa1/AA+ AA+	2.08 1.98
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	2,500,000.00	01/24/2023 3.65%	2,445,117.19 2,445,117.19	98.77 3.72%	2,469,238.28 26,112.43	1.61% 24,121.09	Aa1/AA+ AA+	2.17 2.05
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	1,600,000.00	02/22/2023 4.19%	1,595,500.00 1,595,500.00	100.91 3.70%	1,614,562.50 16,590.16	1.05% 19,062.50	Aa1/AA+ AA+	2.25 2.11
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,400,000.00	06/07/2023 4.05%	1,298,937.50 1,298,937.50	96.70 3.72%	1,353,789.07 4,023.10	0.88% 54,851.57	Aa1/AA+ AA+	2.38 2.27
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	1,500,000.00	11/26/2024 4.24%	1,467,070.31 1,467,070.31	99.49 3.71%	1,492,382.82 21,899.17	0.97% 25,312.51	Aa1/AA+ AA+	2.59 2.41
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	2,750,000.00	09/27/2024 3.51%	2,684,257.81 2,684,257.81	97.62 3.71%	2,684,580.09 28,411.60	1.75% 322.28	Aa1/AA+ AA+	2.63 2.48
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	2,500,000.00	11/12/2024 4.34%	2,374,804.69 2,374,804.69	97.54 3.72%	2,438,476.55 27,002.76	1.59% 63,671.86	Aa1/AA+ AA+	3.13 2.92
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	2,000,000.00	04/22/2024 4.72%	1,870,625.00 1,870,625.00	98.13 3.72%	1,962,656.24 7,982.34	1.28% 92,031.24	Aa1/AA+ AA+	3.38 3.15
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	2,250,000.00	01/30/2025 4.31%	2,244,726.56 2,244,726.56	101.76 3.73%	2,289,638.68 31,961.62	1.49% 44,912.12	Aa1/AA+ AA+	3.67 3.33
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	10/29/2024 4.10%	1,991,093.75 1,991,093.75	100.93 3.75%	2,018,671.88 33,370.17	1.32% 27,578.13	Aa1/AA+ AA+	4.08 3.68
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,750,000.00	12/17/2024 4.26%	2,618,730.47 2,618,730.47	97.59 3.76%	2,683,613.30 28,723.68	1.75% 64,882.83	Aa1/AA+ AA+	4.17 3.82
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	1,700,000.00	02/12/2025 4.49%	1,665,203.13 1,665,203.13	100.95 3.76%	1,716,203.13 11,456.52	1.12% 51,000.00	Aa1/AA+ AA+	4.34 3.92
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	3,000,000.00	03/24/2025 4.06%	2,976,679.69 2,976,679.69	100.44 3.76%	3,013,242.18 9,846.31	1.96% 36,562.49	Aa1/AA+ AA+	4.42 4.01
Total US Treasury		**53,750,000.00**	**3.84%**	**52,032,255.86 52,032,255.86**	**98.99 3.91%**	**53,199,871.93 370,403.47**	**34.69% 1,167,616.07**		**2.09 1.94**

HOLDINGS REPORT

City of Murrieta | Account | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
				150,913,261.27	98.91	153,376,376.64	100.00%		2.14
Total Portfolio		153,696,100.71	4.31%	150,913,261.27	4.04%	1,258,287.23	2,463,115.37		1.80
Total Market Value + Accrued						154,634,663.87			

CHANDLER ASSET MANAGEMENT

TRANSACTIONS

TRANSACTION LEDGER

City of Murrieta | Account |04/01/2025 Through 06/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/06/2025	459058LT8	1,335,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	99.778	3.70%	(1,332,036.30)	0.00	(1,332,036.30)	0.00
Purchase	05/12/2025	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028	99.535	4.12%	(1,990,703.13)	(2,481.11)	(1,993,184.24)	0.00
Purchase	05/13/2025	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030	99.998	4.28%	(1,254,977.28)	0.00	(1,254,977.28)	0.00
Purchase	05/14/2025	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030	99.985	4.28%	(369,945.54)	0.00	(369,945.54)	0.00
Purchase	05/15/2025	90331HPS6	1,330,000.00	US BANK NA 4.73 05/15/2028	100.000	4.88%	(1,330,000.00)	0.00	(1,330,000.00)	0.00
Purchase	05/21/2025	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029	99.988	4.61%	(769,906.14)	0.00	(769,906.14)	0.00
Purchase	05/29/2025	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/20/2028	99.998	4.58%	(704,988.30)	0.00	(704,988.30)	0.00
Purchase	06/05/2025	26444HAE1	1,000,000.00	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028	98.512	4.32%	(985,120.00)	(14,777.78)	(999,897.78)	0.00
Purchase	06/10/2025	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030	99.998	4.33%	(1,209,979.91)	0.00	(1,209,979.91)	0.00
Purchase	06/10/2025	87612EBU9	570,000.00	TARGET CORP 4.35 06/15/2028	99.999	4.35%	(569,994.30)	0.00	(569,994.30)	0.00
Purchase	06/11/2025	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029	99.991	4.36%	(584,947.18)	0.00	(584,947.18)	0.00
Purchase	06/18/2025	63743HFW7	1,500,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028	100.823	4.40%	(1,512,345.00)	(25,927.08)	(1,538,272.08)	0.00
Total Purchase			**12,630,000.00**				**(12,614,943.08)**	**(43,185.97)**	**(12,658,129.05)**	**0.00**
TOTAL ACQUISITIONS			**12,630,000.00**				**(12,614,943.08)**	**(43,185.97)**	**(12,658,129.05)**	**0.00**

TRANSACTION LEDGER

City of Murrieta | Account |04/01/2025 Through 06/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	04/25/2025	06406RBC0	(900,000.00)	BANK OF NEW YORK MELLON CORP 3.35 04/25/2025	100.000	3.35%	900,000.00	0.00	900,000.00	126.00
Maturity	04/30/2025	912828ZL7	(2,000,000.00)	UNITED STATES TREASURY 0.375 04/30/2025	100.000	0.66%	2,000,000.00	0.00	2,000,000.00	22,656.25
Maturity	05/13/2025	14913R2V8	(480,000.00)	CATERPILLAR FINANCIAL SERVICES CORP 3.4 05/13/2025	100.000	3.44%	480,000.00	0.00	480,000.00	609.60
Maturity	05/15/2025	02582JJT8	(905,000.00)	AMXCA 2022-2 A 3.39 05/17/2027	100.000	3.40%	0.00	0.00	0.00	0.00
Maturity	05/31/2025	912828ZT0	(1,300,000.00)	UNITED STATES TREASURY 0.25 05/31/2025	100.000	0.78%	1,300,000.00	0.00	1,300,000.00	24,730.47
Maturity	06/01/2025	438516CB0	(1,000,000.00)	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	100.000	2.31%	1,000,000.00	0.00	1,000,000.00	29,720.00
Maturity	06/06/2025	89115A2A9	(1,000,000.00)	TORONTO-DOMINION BANK 3.766 06/06/2025	100.000	3.70%	1,000,000.00	0.00	1,000,000.00	(1,830.00)
Maturity	06/15/2025	63743HFE7	(1,105,000.00)	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025	100.000	3.61%	1,105,000.00	0.00	1,105,000.00	5,026.35
Total Maturity			**(8,690,000.00)**				**7,785,000.00**	**0.00**	**7,785,000.00**	**81,038.67**
Sale	05/22/2025	912828ZT0	(500,000.00)	UNITED STATES TREASURY 0.25 05/31/2025	99.887	0.78%	499,433.59	594.09	500,027.68	8,945.31
Sale	06/05/2025	91282CAJ0	(1,000,000.00)	UNITED STATES TREASURY 0.25 08/31/2025	99.055	2.42%	990,546.88	658.97	991,205.85	61,718.75
Total Sale			**(1,500,000.00)**				**1,489,980.47**	**1,253.06**	**1,491,233.53**	**70,664.06**
TOTAL DISPOSITIONS			**(10,190,000.00)**				**9,274,980.47**	**1,253.06**	**9,276,233.53**	**151,702.73**

2025 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, s&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities "MBS" reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

BENCHMARK DISCLOSURES

Benchmark	Disclosure
ICE BofA 1-3 Yr US Treasury Index	The ICE BofA 1-3 Year US Treasury Index tracks the performance of US dollar-denominated sovereign debt publicly issued by the US government in its domestic market. Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, a fixed coupon schedule, and a minimum amount outstanding of $1 billion. Qualifying securities must have at least 18 months to final maturity at the time of issuance.

MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	MURRIETA
Account Number	

As of 7/15/2025, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 6/30/2025.

Earnings Ratio		0.00012059828906715
Interest Rate		4.40%
Dollar Day Total	$	181,665,842.26
Quarter End Principal Balance	$	1,999,681.18
Quarterly Interest Earned	$	21,908.59

STAGECOACH SWEEP

WELLS FARGO BANK, N.A.

CITY OF MURRIETA
GENERAL OPERATING ACCOUNT
1 TOWN SQ
MURRIETA CA 92562-7922

Account Number - DDA

THIS STATEMENT COVERS 04/01/2025 THROUGH 04/30/2025

FUNDS HELD ON COMPANY'S BEHALF IN THE OMNIBUS DEPOSIT ACCOUNT AT BANK ARE DEPOSITS AND ARE ELIGIBLE FOR FDIC INSURANCE IN ACCORDANCE WITH FDIC RULES AND LIMITS. COMPANY'S MMMF SHARES HELD IN THE OMNIBUS INVESTMENT ACCOUNT IN BANK'S NAME AT THE CUSTODIAN OF THE MMMF ARE NOT DEPOSITS AND ARE NOT ELIGIBLE FOR FDIC INSURANCE. COMPANY IS THE OWNER OF ITS MMMF SHARES.

ALLSPRING GOVERNMENT FUND SELECT CLS

FUND SUMMARY

Dividends Earned YTD	1,655,311.83
Federal Withholding YTD	.00
7-Day Simple Yield	4.26189 %
Federal Withholding	.00

Beginning Balance	120,959,408.00
Shares Purchased	7,305,109.22 +
Shares Redeemed	13,968,150.19 -
Ending Balance	114,296,367.03
Prior Month Dividends Paid to Checking	441,006.17
Dividends Earned in Current Month	401,538.79
Funds Pending Investment	137,054.10

Transaction Detail

Date	Description	Amount
4-01-2025	Beginning Balance	120,959,408.00
4-01-2025	Sweep Funds Return To DDA	319,202.95
4-02-2025	Sweep Funds Return To DDA	1,271,977.49
4-03-2025	Next Day Sweep Purchase	431,821.10
4-04-2025	Sweep Funds Return To DDA	1,304,563.21
4-07-2025	Sweep Funds Return To DDA	384,858.57
4-08-2025	Sweep Funds Return To DDA	6,213,916.06
4-09-2025	Sweep Funds Return To DDA	190,944.94
4-10-2025	Next Day Sweep Purchase	34,192.34
4-11-2025	Next Day Sweep Purchase	98,603.08
4-14-2025	Sweep Funds Return To DDA	82,044.21
4-15-2025	Next Day Sweep Purchase	1,851,185.65
4-16-2025	Next Day Sweep Purchase	342,027.17
4-17-2025	Sweep Funds Return To DDA	440,953.21
4-21-2025	Next Day Sweep Purchase	39,789.66
4-21-2025	Sweep Funds Return To DDA	328,864.74
4-22-2025	Sweep Funds Return To DDA	1,426,626.11
4-23-2025	Sweep Funds Return To DDA	38,549.75
4-24-2025	Next Day Sweep Purchase	770,494.38
4-25-2025	Next Day Sweep Purchase	3,736,995.84
4-28-2025	Sweep Funds Return To DDA	232,243.66
4-29-2025	Sweep Funds Return To DDA	140,304.34
4-30-2025	Sweep Funds Return To DDA	1,593,100.95
4-30-2025	Ending Balance	114,296,367.03

Daily Balance Information

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
04-01	120,640,205.05	4.277 %	.000117199	14,138.91
04-02	119,368,227.56	4.271 %	.000117022	13,968.71

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
04-03	119,800,048.66	4.268 %	.000116955	14,011.21
04-04	118,495,485.45	4.270 %	.000116997	13,863.62
04-05*	118,110,626.88	4.270 %	.000116997	13,818.59
04-06*	118,110,626.88	4.270 %	.000116997	13,818.59
04-07	118,110,626.88	4.254 %	.000116559	13,766.86
04-08	111,896,710.82	4.273 %	.000117076	13,100.42
04-09	111,705,765.88	4.296 %	.000117699	13,147.66
04-10	111,739,958.22	4.282 %	.000117340	13,111.57
04-11	111,838,561.30	4.261 %	.000116763	13,058.61
04-12*	111,756,517.09	4.261 %	.000116763	13,049.03
04-13*	111,756,517.09	4.261 %	.000116763	13,049.03
04-14	111,756,517.09	4.254 %	.000116552	13,025.45
04-15	113,607,702.74	4.266 %	.000116881	13,278.58
04-16	113,949,729.91	4.256 %	.000116607	13,287.34
04-17	113,508,776.70	4.249 %	.000116414	13,214.01
04-18*	113,508,776.70	4.249 %	.000116414	13,214.01
04-19*	113,219,701.62	4.249 %	.000116414	13,180.36
04-20*	113,219,701.62	4.249 %	.000116414	13,180.36
04-21	113,219,701.62	4.248 %	.000116391	13,177.75
04-22	111,793,075.51	4.245 %	.000116324	13,004.22
04-23	111,754,525.76	4.232 %	.000115954	12,958.38
04-24	112,525,020.14	4.232 %	.000115958	13,048.18
04-25	116,262,015.98	4.246 %	.000116346	13,526.62
04-26*	116,029,772.32	4.246 %	.000116346	13,499.60
04-27*	116,029,772.32	4.246 %	.000116346	13,499.60
04-28	116,029,772.32	4.267 %	.000116913	13,565.39
04-29	115,889,467.98	4.272 %	.000117041	13,563.82
04-30	114,296,367.03	4.283 %	.000117347	13,412.34
			TOTAL MTD	401,538.82

* Indicates non-business day

THANK YOU FOR BANKING WITH WELLS FARGO.

MONEY MARKET MUTUAL FUNDS (EACH, A "MMMF") ARE NOT FDIC INSURED, HAVE NO BANK GUARANTY AND MAY LOSE VALUE.

An Investment in a MMMF is not insured by the Federal Deposit Insurance Corporation or any other government agency. Although the MMMF's seek to preserve the value of customer's investment at $1.00 per share, it is possible to lose money by investing in a MMMF.

Allspring Funds Management, LLC, a wholly owned subsidiary of Allspring Global Investments Holdings, LLC ("Allspring Global"), provides investment advisory and administrative services for the Allspring Funds?. Other subsidiaries of Allspring Global provide sub-advisory and other services for the funds. The funds are distributed by Allspring Funds Distributor, LLC, Member FINRA/SIPC, a subsidiary of Allspring Global.

This material must be accompanied or preceded by a current prospectus for name of the Fund(s) selected. Please read the prospectus carefully before investing.

STAGECOACH SWEEP

WELLS FARGO BANK, N.A.

CITY OF MURRIETA
GENERAL OPERATING ACCOUNT
1 TOWN SQ
MURRIETA CA 92562-7922

Account Number - DDA

THIS STATEMENT COVERS 05/01/2025 THROUGH 05/31/2025

FUNDS HELD ON COMPANY'S BEHALF IN THE OMNIBUS DEPOSIT ACCOUNT AT BANK ARE DEPOSITS AND ARE ELIGIBLE FOR FDIC INSURANCE IN ACCORDANCE WITH FDIC RULES AND LIMITS. COMPANY'S MMMF SHARES HELD IN THE OMNIBUS INVESTMENT ACCOUNT IN BANK'S NAME AT THE CUSTODIAN OF THE MMMF ARE NOT DEPOSITS AND ARE NOT ELIGIBLE FOR FDIC INSURANCE. COMPANY IS THE OWNER OF ITS MMMF SHARES.

ALLSPRING GOVERNMENT FUND SELECT CLS

FUND SUMMARY

Dividends Earned YTD	2,070,840.59
Federal Withholding YTD	.00
7-Day Simple Yield	4.24119 %
Federal Withholding	.00

Beginning Balance	114,296,367.03
Shares Purchased	25,206,885.72 +
Shares Redeemed	7,333,300.57 -
Ending Balance	132,169,952.18
Prior Month Dividends Paid to Checking	401,538.79
Dividends Earned in Current Month	415,528.76
Funds Pending Redemption	348,157.25-

Transaction Detail

Date	Description	Amount
5-01-2025	Beginning Balance	114,296,367.03
5-01-2025	Next Day Sweep Purchase	137,054.10
5-02-2025	Next Day Sweep Purchase	409,178.98
5-05-2025	Sweep Funds Return To DDA	673,779.16
5-06-2025	Sweep Funds Return To DDA	303,878.47
5-07-2025	Sweep Funds Return To DDA	86,172.75
5-08-2025	Next Day Sweep Purchase	196,803.91
5-09-2025	Next Day Sweep Purchase	235,979.98
5-12-2025	Sweep Funds Return To DDA	200,887.92
5-13-2025	Next Day Sweep Purchase	63,601.17
5-14-2025	Sweep Funds Return To DDA	2,458,467.28
5-15-2025	Next Day Sweep Purchase	197,408.91
5-16-2025	Sweep Funds Return To DDA	36,824.16
5-19-2025	Sweep Funds Return To DDA	289,897.68
5-20-2025	Sweep Funds Return To DDA	635,309.92
5-21-2025	Sweep Funds Return To DDA	946,074.45
5-22-2025	Next Day Sweep Purchase	377,194.70
5-23-2025	Next Day Sweep Purchase	232,522.61
5-27-2025	Next Day Sweep Purchase	18,471,216.59
5-28-2025	Next Day Sweep Purchase	4,885,924.77
5-29-2025	Sweep Funds Return To DDA	1,666,598.43
5-30-2025	Sweep Funds Return To DDA	35,410.35
5-31-2025	Ending Balance	132,169,952.18

Daily Balance Information

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
05-01	114,433,421.13	4.270 %	.000117009	13,389.74
05-02	114,842,600.11	4.260 %	.000116730	13,405.58
05-03*	114,168,820.95	4.260 %	.000116730	13,326.93

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
05-04*	114,168,820.95	4.260 %	.000116730	13,326.93
05-05	114,168,820.95	4.246 %	.000116333	13,281.60
05-06	113,864,942.48	4.240 %	.000116166	13,227.23
05-07	113,778,769.73	4.231 %	.000115941	13,191.62
05-08	113,975,573.64	4.224 %	.000115743	13,191.87
05-09	114,211,553.62	4.220 %	.000115617	13,204.80
05-10*	114,010,665.70	4.220 %	.000115617	13,181.57
05-11*	114,010,665.70	4.220 %	.000115617	13,181.57
05-12	114,010,665.70	4.219 %	.000115606	13,180.32
05-13	114,074,266.87	4.228 %	.000115860	13,216.64
05-14	111,615,799.59	4.228 %	.000115844	12,930.02
05-15	111,813,208.50	4.224 %	.000115743	12,941.60
05-16	111,776,384.34	4.225 %	.000115765	12,939.79
05-17*	111,486,486.66	4.225 %	.000115765	12,906.23
05-18*	111,486,486.66	4.225 %	.000115765	12,906.23
05-19	111,486,486.66	4.221 %	.000115664	12,894.97
05-20	110,851,176.74	4.215 %	.000115506	12,803.98
05-21	109,905,102.29	4.207 %	.000115285	12,670.41
05-22	110,282,296.99	4.205 %	.000115216	12,706.29
05-23	110,514,819.60	4.206 %	.000115258	12,737.72
05-24*	110,514,819.60	4.206 %	.000115258	12,737.72
05-25*	110,514,819.60	4.206 %	.000115258	12,737.72
05-26*	110,514,819.60	4.206 %	.000115258	12,737.72
05-27	128,986,036.19	4.223 %	.000115718	14,926.01
05-28	133,871,960.96	4.239 %	.000116152	15,549.50
05-29	132,205,362.53	4.243 %	.000116258	15,369.93
05-30	132,169,952.18	4.248 %	.000116392	15,383.53
05-31*	131,821,794.93	4.248 %	.000116392	15,343.00
			TOTAL MTD	415,528.77

* Indicates non-business day

THANK YOU FOR BANKING WITH WELLS FARGO.

MONEY MARKET MUTUAL FUNDS (EACH, A "MMMF") ARE NOT FDIC INSURED, HAVE NO BANK GUARANTY AND MAY LOSE VALUE.

An Investment in a MMMF is not insured by the Federal Deposit Insurance Corporation or any other government agency. Although the MMMF's seek to preserve the value of customer's investment at $1.00 per share, it is possible to lose money by investing in a MMMF.

Allspring Funds Management, LLC, a wholly owned subsidiary of Allspring Global Investments Holdings, LLC ("Allspring Global"), provides investment advisory and administrative services for the Allspring Funds?. Other subsidiaries of Allspring Global provide sub-advisory and other services for the funds. The funds are distributed by Allspring Funds Distributor, LLC, Member FINRA/SIPC, a subsidiary of Allspring Global.

This material must be accompanied or preceded by a current prospectus for name of the Fund(s) selected. Please read the prospectus carefully before investing.

STAGECOACH SWEEP

WELLS FARGO BANK, N.A.

CITY OF MURRIETA
GENERAL OPERATING ACCOUNT
1 TOWN SQ
MURRIETA CA 92562-7922

Account Number - DDA

THIS STATEMENT COVERS 06/01/2025 THROUGH 06/30/2025

FUNDS HELD ON COMPANY'S BEHALF IN THE OMNIBUS DEPOSIT ACCOUNT AT BANK ARE DEPOSITS AND ARE ELIGIBLE FOR FDIC INSURANCE IN ACCORDANCE WITH FDIC RULES AND LIMITS. COMPANY'S MMMF SHARES HELD IN THE OMNIBUS INVESTMENT ACCOUNT IN BANK'S NAME AT THE CUSTODIAN OF THE MMMF ARE NOT DEPOSITS AND ARE NOT ELIGIBLE FOR FDIC INSURANCE. COMPANY IS THE OWNER OF ITS MMMF SHARES.

ALLSPRING GOVERNMENT FUND SELECT CLS

FUND SUMMARY

Dividends Earned YTD	2,531,377.16
Federal Withholding YTD	.00
7-Day Simple Yield	4.26795 %
Federal Withholding	.00

Beginning Balance	132,169,952.18
Shares Purchased	18,036,140.63 +
Shares Redeemed	16,267,773.46 -
Ending Balance	133,938,319.35
Prior Month Dividends Paid to Checking	415,528.76
Dividends Earned in Current Month	460,536.57
Funds Pending Redemption	619,660.71-

Transaction Detail

Date	Description	Amount
6-01-2025	Beginning Balance	132,169,952.18
6-02-2025	Sweep Funds Return To DDA	348,157.25
6-03-2025	Next Day Sweep Purchase	208,882.47
6-04-2025	Sweep Funds Return To DDA	59,447.98
6-05-2025	Next Day Sweep Purchase	65,932.73
6-06-2025	Next Day Sweep Purchase	3,420,699.57
6-09-2025	Sweep Funds Return To DDA	280,991.91
6-10-2025	Sweep Funds Return To DDA	1,787,938.75
6-11-2025	Sweep Funds Return To DDA	537,826.60
6-12-2025	Sweep Funds Return To DDA	2,046,081.28
6-13-2025	Sweep Funds Return To DDA	216,014.96
6-16-2025	Next Day Sweep Purchase	2,431,221.40
6-17-2025	Sweep Funds Return To DDA	2,170,613.43
6-18-2025	Sweep Funds Return To DDA	1,905,349.47
6-20-2025	Next Day Sweep Purchase	188,235.77
6-23-2025	Next Day Sweep Purchase	5,818,026.32
6-24-2025	Next Day Sweep Purchase	5,849,974.84
6-25-2025	Sweep Funds Return To DDA	4,686,048.46
6-26-2025	Sweep Funds Return To DDA	1,831,653.99
6-27-2025	Sweep Funds Return To DDA	397,649.38
6-30-2025	Next Day Sweep Purchase	53,167.53
6-30-2025	Ending Balance	133,938,319.35

Daily Balance Information

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
06-01*	131,821,794.93	4.248 %	.000116392	15,343.00
06-02	131,821,794.93	4.236 %	.000116075	15,301.21
06-03	132,030,677.40	4.228 %	.000115838	15,294.17
06-04	131,971,229.42	4.212 %	.000115402	15,229.74

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
06-05	132,037,162.15	4.204 %	.000115186	15,208.83
06-06	135,457,861.72	4.206 %	.000115239	15,610.03
06-07*	135,176,869.81	4.206 %	.000115239	15,577.65
06-08*	135,176,869.81	4.206 %	.000115239	15,577.65
06-09	135,176,869.81	4.206 %	.000115244	15,578.32
06-10	133,388,931.06	4.207 %	.000115261	15,374.54
06-11	132,851,104.46	4.205 %	.000115210	15,305.78
06-12	130,805,023.18	4.205 %	.000115229	15,072.53
06-13	130,589,008.22	4.206 %	.000115248	15,050.12
06-14*	130,589,008.22	4.206 %	.000115248	15,050.12
06-15*	130,589,008.22	4.206 %	.000115248	15,050.12
06-16	133,020,229.62	4.219 %	.000115609	15,378.34
06-17	130,849,616.19	4.220 %	.000115621	15,128.96
06-18	128,944,266.72	4.209 %	.000115331	14,871.27
06-19*	128,944,266.72	4.209 %	.000115331	14,871.27
06-20	129,132,502.49	4.205 %	.000115223	14,879.03
06-21*	129,132,502.49	4.205 %	.000115223	14,879.03
06-22*	129,132,502.49	4.205 %	.000115223	14,879.03
06-23	134,950,528.81	4.208 %	.000115312	15,561.42
06-24	140,800,503.65	4.213 %	.000115432	16,252.88
06-25	136,114,455.19	4.235 %	.000116037	15,794.31
06-26	134,282,801.20	4.267 %	.000116930	15,701.69
06-27	133,885,151.82	4.271 %	.000117024	15,667.78
06-28*	133,885,151.82	4.271 %	.000117024	15,667.78
06-29*	133,885,151.82	4.271 %	.000117024	15,667.78
06-30	133,938,319.35	4.281 %	.000117309	15,712.17
			TOTAL MTD	460,536.55

* Indicates non-business day

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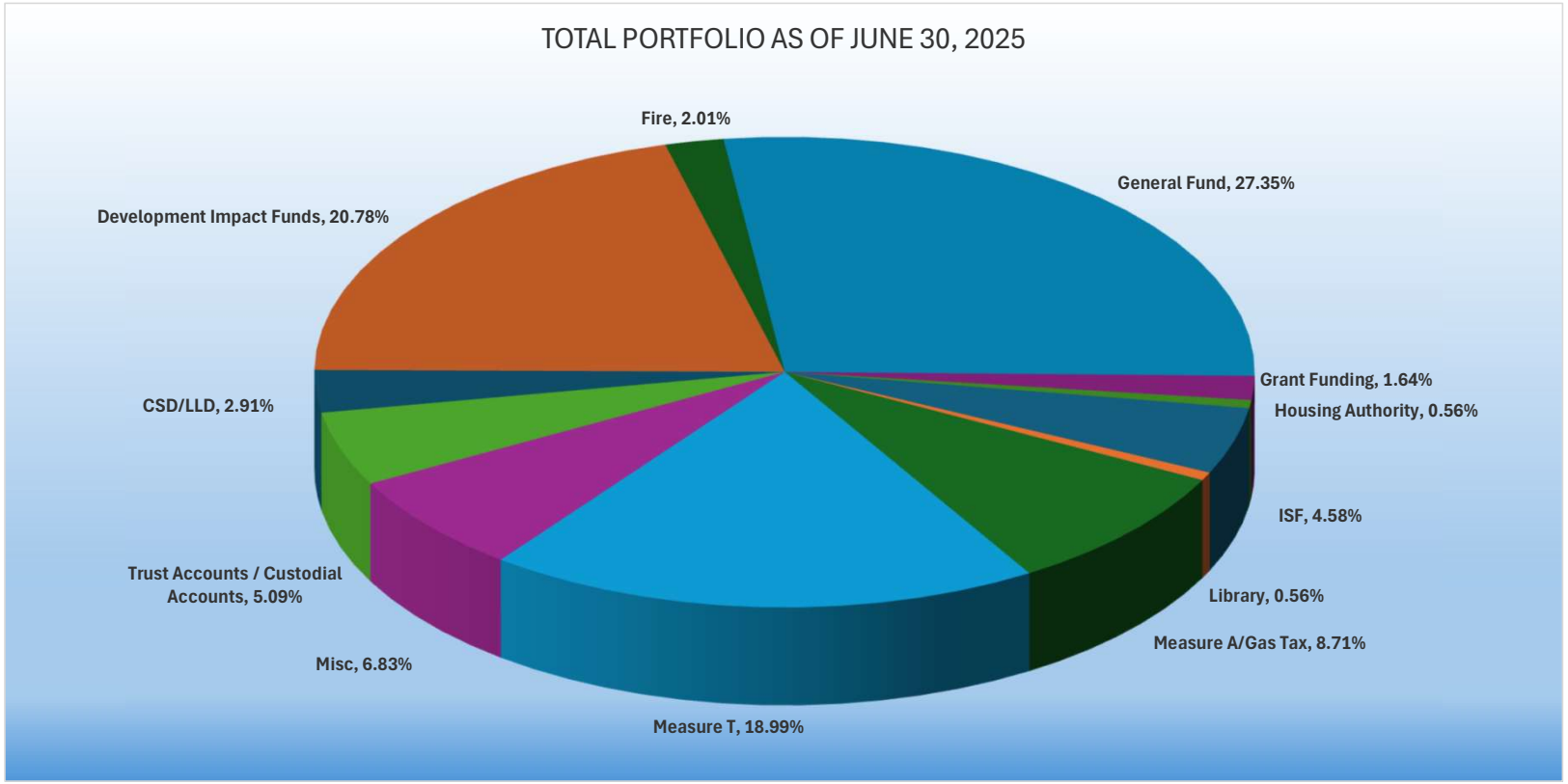
TOTAL PORTFOLIO AS OF JUNE 30, 2025
Fire, 2.01%
General Fund, 27.35%
Development Impact Funds, 20.78%
Grant Funding, 1.64%
Housing Authority, 0.56%
CSD/LLD, 2.91%
ISF, 4.58%
Trust Accounts / Custodial Accounts, 5.09%
Library, 0.56%
Measure A/Gas Tax, 8.71%
Misc, 6.83%
Measure T, 18.99%

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 6.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Diego Chavez, Administrative Services Director

PREPARED BY: Michelle Tamez, Human Resources Analyst

SUBJECT:
Amending and Restating the Comprehensive Pay Schedule Fiscal Year 2025/26

RECOMMENDATION

Adopt Resolution No. 25-4880 entitled: *A Resolution of the City Council of the City of Murrieta, California, Amending and Restating the Comprehensive Pay Schedule for Fiscal Year 2025/26*.

PRIOR ACTION/VOTE

On June 17, 2025, the City Council adopted Resolution No. 25-4844, approving the Comprehensive Pay Schedule for Fiscal Year 2025/26 (Vote: 5-0).

CITY COUNCIL GOAL

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

DISCUSSION

The City of Murrieta (City) maintains a Comprehensive Pay Schedule (Pay Schedule) that is regularly presented to the City Council for review and consideration. Employees of the City receive a rate of pay within the established pay range for their job classification. The Pay Schedule is maintained in compliance with State regulations and is intended to ensure transparency and consistency when reporting compensation for City employees to the California Public Employees Retirement System (CalPERS).

The Pay Schedule is also intended to satisfy the requirements of the Public Employees Retirement Law and California Code of Regulations (CCR) at 2 CCR 570.5 that public agencies contracting with CalPERS adopt a “Publicly Available Pay Schedule” for purposes of determining an employee’s “compensation earnable,” which is used to calculate retirement benefits.

The positions listed in the Pay Schedule may not necessarily be budgeted or funded in any given fiscal year. The City Council authorizes and funds specific positions during the adoption of the biennial budget and

ongoing budget updates.

According to the City's Personnel Rules (Resolution No. 91-64), the City Manager recommends adjustments to the Pay Schedule as salaries are adjusted and negotiated, and job classifications are created or revised. The proposed Resolution No. 25-4880 (Attachment 1) amends and restates the Pay Schedule for Fiscal Year 2025/26 previously adopted under Resolution No. 25-4844. The changes to the Pay Schedule are described in more detail below.

If the proposed resolution is adopted, a compensation range will be added for the new classification of *Capital Projects Program Manager*, as recommended by the City Manager in conjunction with the formation of the newly established Municipal Services Department. This new classification will replace the previously authorized *Senior Program Manager* position, so no additional funding is required. The salary range for this position would be effective August 19, 2025. A revised Schedule of Authorized Positions for Fiscal Year 2025/26, reflecting this change, will be brought back to the City Council as part of the Fiscal Year 2025/26 Q1 Budget Report.

FISCAL IMPACT

There is no fiscal impact associated with amending the Pay Schedule. All required funding was included in the Operating Budget for Fiscal Year 2025/26.

ATTACHMENTS

1. Resolution No. 25-4880

RESOLUTION NO. 25-4880

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, AMENDING AND RESTATING THE COMPREHENSIVE PAY SCHEDULE FOR FISCAL YEAR 2025/26

WHEREAS, each fiscal year, the City Council of the City of Murrieta (City) adopts a new Comprehensive Pay Schedule (Pay Schedule), a document that includes a list of employment classifications for the City and their corresponding compensation ranges; and

WHEREAS, the City, through negotiations with various employee bargaining groups, has established corresponding Memoranda of Understanding, which are in full force and effect, and has similarly established a Compensation Plan for Management, Professional, and Confidential employees and an employment agreement with the City Manager; and

WHEREAS, the California Public Employees' Retirement System (CalPERS) limits "compensation earnable" for retirement purposes to amounts listed on a pay schedule meeting requirements set forth in section 570.5 of title 2 of the California Code of Regulations, including that government agency employers provide and make available to the public the compensation of all full-time, part-time employees and elected officials; and

WHEREAS, Section 36506 of the California Government Code requires that the City Council of the City fix compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, the City previously compiled the necessary compensation data to establish a Comprehensive Pay Schedule for Fiscal Year 2025/26 (FY 25/26 Pay Schedule), which was adopted pursuant to City Council Resolution No. 25-4844 on June 17, 2025; and

WHEREAS, the City desires to amend and restate the compensation in the FY 25/26 Pay Schedule, as shown in the document attached hereto as Exhibit A, in compliance with the requirements of CalPERS; and

WHEREAS, the amended and restated Pay Schedule includes the addition of a compensation range for the new classification of Capital Projects Program Manager.

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

Section 1. That the amended and restated FY 25/26 Pay Schedule attached hereto as Exhibit A, is adopted and shall be effective August 19, 2025. Compensation ranges for individual classifications shall become effective on the "start date" specified for each classification within the amended and restated FY 25/26 Pay Schedule.

PASSED, APPROVED, AND ADOPTED this 19th day of August 2025, by the City Council of the City of Murrieta, State of California.

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. 25-4880 was duly adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 19th day of August, 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

EXHIBIT A

City of Murrieta
Comprehensive Pay Schedule
August 19, 2025

Report Run Date: 07/24/2025 Elected

COUNCIL MEMBER A

Step	Start Date	Hourly	Monthly	Annual
A	12/15/24	8.86950	1,537.38	18,448.56

ACCOUNTANT AT-WILL A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	38.49395	6,672.28	80,067.41
B	06/29/25	40.41864	7,005.89	84,070.77
C	06/29/25	42.43958	7,356.19	88,274.32
D	06/29/25	44.56155	7,724.00	92,688.02
E	06/29/25	46.78963	8,110.20	97,322.43

ACCOUNTANT TRAINEE A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	35.34444	6,126.36	73,516.43
B	06/29/25	37.11166	6,432.68	77,192.25
C	06/29/25	38.96725	6,754.32	81,051.88
D	06/29/25	40.91561	7,092.03	85,104.46
E	06/29/25	42.96139	7,446.64	89,359.69

ACCOUNTING ASSISTANT A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	25.53519	4,426.09	53,113.19
B	06/29/25	26.81195	4,647.40	55,768.85
C	06/29/25	28.15255	4,879.77	58,557.30
D	06/29/25	29.56017	5,123.76	61,485.15
E	06/29/25	31.03818	5,379.95	64,559.41

ACCOUNTING MANAGER

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	69.17306	11,990.00	143,879.96
MN	06/29/25	56.90883	9,864.19	118,370.36

ACCOUNTING SPECIALIST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	28.21218	4,890.11	58,681.33
B	06/29/25	29.62279	5,134.61	61,615.40
C	06/29/25	31.10393	5,391.34	64,696.17
D	06/29/25	32.65912	5,660.91	67,930.96
E	06/29/25	34.29208	5,943.96	71,327.52

ACCOUNTING SUPERVISOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	45.96998	7,968.12	95,617.55
B	06/29/25	48.26848	8,366.53	100,398.43
C	06/29/25	50.68191	8,784.86	105,418.37
D	06/29/25	53.21600	9,224.10	110,689.28
E	06/29/25	55.87680	9,685.31	116,223.74

ACCOUNTING TECH AT WILL A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.56045	5,817.14	69,805.73

B	06/29/25	35.23847	6,108.00	73,296.01
C	06/29/25	37.00040	6,413.40	76,960.83
D	06/29/25	38.85042	6,734.07	80,808.87
E	06/29/25	40.79294	7,070.77	84,849.31

ADMIN SERVICES DIRECTOR A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	144.64145	25,071.18	300,854.21
MN	06/29/25	112.03920	19,420.12	233,041.53

ADMINISTRATIVE ASSISTANT A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.56045	5,817.14	69,805.73
B	06/29/25	35.23847	6,108.00	73,296.01
C	06/29/25	37.00040	6,413.40	76,960.83
D	06/29/25	38.85042	6,734.07	80,808.87
E	06/29/25	40.79294	7,070.77	84,849.31

ADMINISTRATIVE FIRE ENGINEER

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	57.06187	9,890.72	118,688.68
B	07/13/25	59.91497	10,385.26	124,623.13
C	07/13/25	62.91072	10,904.52	130,854.29
D	07/13/25	66.05625	11,449.75	137,397.00
E	07/13/25	69.35906	12,022.23	144,266.84

ADMINISTRATIVE MANAGER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	68.16854	11,815.88	141,790.56
MN	06/29/25	56.08243	9,720.95	116,651.45

ASSISTANT CITY CLERK

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	45.96998	7,968.12	95,617.55
B	06/29/25	48.26848	8,366.53	100,398.43
C	06/29/25	50.68191	8,784.86	105,418.37
D	06/29/25	53.21600	9,224.10	110,689.28
E	06/29/25	55.87680	9,685.31	116,223.74

ASSISTANT CITY MANAGER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	159.46720	27,640.98	331,691.77
MN	06/29/25	124.94825	21,657.69	259,892.36

ASSISTANT MANAGEMENT ANALYST A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	50.31788	8,721.76	104,661.19
MN	06/29/25	36.12546	6,261.74	75,140.95

ASSISTANT PLANNER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	36.67471	6,356.94	76,283.39
B	06/29/25	38.50844	6,674.79	80,097.55
C	06/29/25	40.43386	7,008.53	84,102.42
D	06/29/25	42.45556	7,358.96	88,307.56
E	06/29/25	44.57834	7,726.91	92,722.94

ASSISTANT TO THE CITY MANAGER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	59.17383	10,256.79	123,081.56
B	06/29/25	62.13252	10,769.63	129,235.64
C	06/29/25	65.23915	11,308.11	135,697.43
D	06/29/25	68.50110	11,873.52	142,482.28
E	06/29/25	71.92616	12,467.20	149,606.41

ASSOCIATE CIVIL ENGINEER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	49.64163	8,604.54	103,254.59
B	06/29/25	52.12371	9,034.77	108,417.31
C	06/29/25	54.72989	9,486.51	113,838.17
D	06/29/25	57.46639	9,960.84	119,530.09
E	06/29/25	60.33971	10,458.88	125,506.59

ASSOCIATE PLANNER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	43.42520	7,527.03	90,324.41
B	06/29/25	45.59646	7,903.38	94,840.63
C	06/29/25	47.87629	8,298.55	99,582.68
D	06/29/25	50.27010	8,713.48	104,561.80
E	06/29/25	52.78361	9,149.15	109,789.90

AUDIO VISUAL TECHNICIAN A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.56045	5,817.14	69,805.73
B	06/29/25	35.23847	6,108.00	73,296.01
C	06/29/25	37.00040	6,413.40	76,960.83
D	06/29/25	38.85042	6,734.07	80,808.87
E	06/29/25	40.79294	7,070.77	84,849.31

BUILDING INSPECTION SUPERVISOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	45.42305	7,873.32	94,479.94
B	06/29/25	47.69421	8,267.00	99,203.95
C	06/29/25	50.07892	8,680.34	104,164.15
D	06/29/25	52.58286	9,114.36	109,372.34
E	06/29/25	55.21200	9,570.08	114,840.96

BUILDING INSPECTOR I A

Step	Start Date	Hourly	Monthly	Annual

A	06/29/25	28.11567	4,873.38	58,480.59
B	06/29/25	29.52145	5,117.05	61,404.61
C	06/29/25	30.99752	5,372.90	64,474.84
D	06/29/25	32.54740	5,641.54	67,698.59
E	06/29/25	34.17477	5,923.62	71,083.52

BUILDING INSPECTOR II A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	35.86783	6,217.09	74,605.08
B	06/29/25	37.66122	6,527.94	78,335.33
C	06/29/25	39.54428	6,854.34	82,252.10
D	06/29/25	41.52150	7,197.06	86,364.72
E	06/29/25	43.59757	7,556.91	90,682.94

BUILDING INSPECTOR III A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	39.49831	6,846.37	82,156.48
B	06/29/25	41.47322	7,188.69	86,264.29
C	06/29/25	43.54688	7,548.12	90,577.51
D	06/29/25	45.72423	7,925.53	95,106.39
E	06/29/25	48.01044	8,321.80	99,861.71

BUILDING OFFICIAL A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	88.68381	15,371.86	184,462.32
MN	06/29/25	72.96040	12,646.46	151,757.63

BUILDING SAFETY MANAGER

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	71.36552	12,370.02	148,440.28
MN	06/29/25	58.71258	10,176.84	122,122.16

CAD/RMS ADMINISTRATOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	46.75571	8,104.32	97,251.87
B	06/29/25	49.09349	8,509.53	102,114.45
C	06/29/25	51.54817	8,935.01	107,220.19
D	06/29/25	54.12557	9,381.76	112,581.18
E	06/29/25	56.83185	9,850.85	118,210.24

CAPITAL PROJECTS PROGRAM MANAGER A

Step	Start Date	Hourly	Monthly	Annual
M	08/19/25	69.24791	12,002.97	144,035.65
M	08/19/25	56.97043	9,874.87	118,498.49

CIRCULATION SUPERVISOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	38.54162	6,680.54	80,166.56
B	06/29/25	40.46870	7,014.57	84,174.89

C	06/29/25	42.49214	7,365.30	88,383.65
D	06/29/25	44.61674	7,733.56	92,802.81
E	06/29/25	46.84758	8,120.24	97,442.96

CITY CLERK A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	144.64145	25,071.18	300,854.21
MN	06/29/25	105.91500	18,358.60	220,303.20

CITY ENGINEER

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	92.58592	16,048.22	192,578.71
MN	06/29/25	76.17066	13,202.91	158,434.97

CITY MANAGER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	168.55641	29,216.44	350,597.33
MN	06/29/25	0.00000	0.00	0.00

CITY PLANNER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	88.68381	15,371.86	184,462.32
MN	06/29/25	72.96040	12,646.46	151,757.63

CIVIL ENGINEERING ASSISTANT A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	38.08387	6,601.20	79,214.44
B	06/29/25	39.98806	6,931.26	83,175.16
C	06/29/25	41.98747	7,277.82	87,333.93
D	06/29/25	44.08684	7,641.71	91,700.62
E	06/29/25	46.29118	8,023.80	96,285.65

CODE ENFORCEMENT MANAGER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	76.79688	13,311.45	159,737.51
MN	06/29/25	59.75428	10,357.40	124,288.90

CODE ENFORCEMENT OFFICER I A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	34.19869	5,927.77	71,133.27
B	06/29/25	35.90862	6,224.16	74,689.92
C	06/29/25	37.70405	6,535.36	78,424.42
D	06/29/25	39.58926	6,862.13	82,345.66
E	06/29/25	41.56872	7,205.24	86,462.93

CODE ENFORCEMENT OFFICER II A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	37.80578	6,553.00	78,636.02
B	06/29/25	39.69607	6,880.65	82,567.82
C	06/29/25	41.68088	7,224.68	86,696.23

D	06/29/25	43.76492	7,585.91	91,031.03
E	06/29/25	45.95317	7,965.21	95,582.59

CODE ENFORCEMENT SUPERVISOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	45.30943	7,853.63	94,243.61
B	06/29/25	47.57490	8,246.31	98,955.79
C	06/29/25	49.95365	8,658.63	103,903.59
D	06/29/25	52.45133	9,091.56	109,098.76
E	06/29/25	55.07389	9,546.14	114,553.69

COMM. RISK/DISASTER PREP ADMIN

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	39.49831	6,846.37	82,156.48
B	06/29/25	41.47322	7,188.69	86,264.29
C	06/29/25	43.54688	7,548.12	90,577.51
D	06/29/25	45.72423	7,925.53	95,106.39
E	06/29/25	48.01044	8,321.80	99,861.71

COMMUNICATIONS SPECIALIST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	35.23848	6,108.00	73,296.03
B	06/29/25	37.00041	6,413.40	76,960.85
C	06/29/25	38.85043	6,734.07	80,808.89
D	06/29/25	40.79295	7,070.77	84,849.33
E	06/29/25	42.83260	7,424.31	89,091.80

COMMUNITY SERVICE MANAGER

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	59.69795	10,347.64	124,171.73
MN	06/29/25	49.11367	8,513.03	102,156.43

COMMUNITY SERVICES OFFICER I

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	26.57687	4,606.65	55,279.88
B	06/29/25	27.90571	4,836.98	58,043.87
C	06/29/25	29.30100	5,078.84	60,946.08
D	06/29/25	30.76605	5,332.78	63,993.38
E	06/29/25	32.30435	5,599.42	67,193.04

COMMUNITY SERVICES OFFICER II A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	29.23454	5,067.32	60,807.84
B	06/29/25	30.69627	5,320.68	63,848.24
C	06/29/25	32.23109	5,586.72	67,040.66
D	06/29/25	33.84264	5,866.05	70,392.69
E	06/29/25	35.53477	6,159.36	73,912.32

CRIME ANALYST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	37.59524	6,516.50	78,198.09
B	06/29/25	39.47500	6,842.33	82,108.00
C	06/29/25	41.44875	7,184.45	86,213.40
D	06/29/25	43.52119	7,543.67	90,524.07
E	06/29/25	45.69725	7,920.85	95,050.28

CRIME/PROPERTY EVID SPECIALIST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.99520	5,892.50	70,710.01
B	06/29/25	35.69496	6,187.12	74,245.51
C	06/29/25	37.47971	6,496.48	77,957.79
D	06/29/25	39.35370	6,821.30	81,855.69
E	06/29/25	41.32138	7,162.37	85,948.47

DEPUTY CITY CLERK A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	38.71346	6,710.33	80,524.00
B	06/29/25	40.64913	7,045.84	84,550.19
C	06/29/25	42.68159	7,398.14	88,777.70
D	06/29/25	44.81567	7,768.04	93,216.59
E	06/29/25	47.05645	8,156.45	97,877.41

DEPUTY CITY MANAGER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	151.87352	26,324.74	315,896.92
MN	06/29/25	118.99630	20,626.02	247,512.30

DEPUTY DIR DEV SERV ECON DEV. A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	102.70260	17,801.78	213,621.40
MN	06/29/25	78.93478	13,682.02	164,184.34

DEPUTY DIR DEV SERVICES

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	102.70260	17,801.78	213,621.40
MN	06/29/25	78.93478	13,682.02	164,184.34

DEPUTY FIRE CHIEF A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	131.49222	22,791.98	273,503.81
MN	06/29/25	103.02271	17,857.26	214,287.23

DEPUTY FIRE MARSHAL A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	57.17523	9,910.37	118,924.47
B	06/29/25	60.03399	10,405.89	124,870.69
C	06/29/25	63.03569	10,926.18	131,114.23
D	06/29/25	66.18747	11,472.49	137,669.93

E	06/29/25	69.49685	12,046.12	144,553.44

DEPUTY LIBRARY DIRECTOR A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	102.70260	17,801.78	213,621.40
MN	06/29/25	78.93478	13,682.02	164,184.34

DEVELOPMENT SERVICES DIRECTOR A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	144.64145	25,071.18	300,854.21
MN	06/29/25	112.03920	19,420.12	233,041.53

DEVELOPMENT SERVICES TECH A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.56045	5,817.14	69,805.73
B	06/29/25	35.23847	6,108.00	73,296.01
C	06/29/25	37.00040	6,413.40	76,960.83
D	06/29/25	38.85042	6,734.07	80,808.87
E	06/29/25	40.79294	7,070.77	84,849.31

DIRECTOR OF BUILDING/SAFETY

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	144.64145	25,071.18	300,854.21
MN	06/29/25	112.03920	19,420.12	233,041.53

DIRECTOR OF COMMUNITY SERVICES A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	144.64145	25,071.18	300,854.21
MN	06/29/25	112.03920	19,420.12	233,041.53

DIRECTOR OF FINANCE A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	144.64145	25,071.18	300,854.21
MN	06/29/25	112.03920	19,420.12	233,041.53

DIRECTOR OF LIBRARY SERVICES

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	144.64145	25,071.18	300,854.21
MN	06/29/25	112.03920	19,420.12	233,041.53

DIRECTOR OF MUNICIPAL SERVICES A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	144.64145	25,071.18	300,854.21
MN	06/29/25	112.03920	19,420.12	233,041.53

DIRECTOR OF PW/CITY ENGINEER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	144.64145	25,071.18	300,854.21
MN	06/29/25	112.03920	19,420.12	233,041.53

DISASTER PREPAREDNESS COORDINA A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	46.70746	8,095.95	97,151.51
B	06/29/25	49.04283	8,500.75	102,009.08
C	06/29/25	51.49497	8,925.79	107,109.53
D	06/29/25	54.06972	9,372.08	112,465.01
E	06/29/25	56.77321	9,840.68	118,088.27

ECONOMIC DEVELOPMENT DIRECTOR A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	144.64145	25,071.18	300,854.21
MN	06/29/25	112.03920	19,420.12	233,041.53

ECONOMIC DEVELOPMENT MANGER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	56.77321	9,840.68	118,088.27
MN	06/29/25	46.70746	8,095.95	97,151.51

EMERGENCY MED SRVS NURSE COORD A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	61.03329	10,579.10	126,949.24
B	06/29/25	64.08495	11,108.05	133,296.69
C	06/29/25	67.28920	11,663.46	139,961.53
D	06/29/25	70.65366	12,246.63	146,959.61
E	06/29/25	74.18635	12,858.96	154,307.60

EMERGENCY MEDICAL SRV COORD A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	52.99133	9,185.16	110,221.96
B	06/29/25	55.64090	9,644.42	115,733.07
C	06/29/25	58.42294	10,126.64	121,519.71
D	06/29/25	61.34409	10,632.97	127,595.70
E	06/29/25	64.41130	11,164.62	133,975.50

ENGINEERING MANAGER

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	78.32867	13,576.96	162,923.63
MN	06/29/25	64.44118	11,169.80	134,037.65

EXECUTIVE ASSISTANT A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	36.48252	6,323.63	75,883.64
B	06/29/25	38.30665	6,639.81	79,677.83
C	06/29/25	40.22198	6,971.80	83,661.71
D	06/29/25	42.23308	7,320.40	87,844.80
E	06/29/25	44.34474	7,686.42	92,237.05

EXECUTIVE ASSISTANT AT-WILL A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	37.39458	6,481.72	77,780.72

B	06/29/25	39.26431	6,805.81	81,669.76
C	06/29/25	41.22753	7,146.10	85,753.26
D	06/29/25	43.28890	7,503.40	90,040.91
E	06/29/25	45.45335	7,878.58	94,542.96

FINANCE MANAGER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	78.59427	13,623.00	163,476.08
MN	06/29/25	64.65970	11,207.68	134,492.17

FINANCIAL ANALYST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	45.96998	7,968.12	95,617.55
B	06/29/25	48.26848	8,366.53	100,398.43
C	06/29/25	50.68191	8,784.86	105,418.37
D	06/29/25	53.21600	9,224.10	110,689.28
E	06/29/25	55.87680	9,685.31	116,223.74

FIRE BATTALION CHIEF 40 HOUR A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	81.79683	14,178.11	170,137.40
B	07/13/25	85.88667	14,887.02	178,644.27
C	07/13/25	90.18101	15,631.37	187,576.50
D	07/13/25	94.69006	16,412.94	196,955.32
E	07/13/25	99.42456	17,233.59	206,803.08

FIRE BATTALION CHIEF 56 A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	61.73567	14,178.62	170,143.50
B	07/13/25	64.82245	14,887.55	178,650.67
C	07/13/25	68.06357	15,631.93	187,583.19
D	07/13/25	71.46675	16,413.53	196,962.36
E	07/13/25	75.04009	17,234.20	206,810.48

FIRE CAPTAIN (56 HR) A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	47.97788	11,018.91	132,227.03
B	07/13/25	50.37677	11,569.86	138,838.37
C	07/13/25	52.89561	12,148.35	145,780.30
D	07/13/25	55.54039	12,755.77	153,069.31
E	07/13/25	58.31741	13,393.56	160,722.78

FIRE CAPTAIN 40 HOUR A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	67.16903	11,642.63	139,711.58
B	07/13/25	70.52748	12,224.76	146,697.15
C	07/13/25	74.05385	12,836.00	154,032.00
D	07/13/25	77.75654	13,477.80	161,733.60
E	07/13/25	81.64437	14,151.69	169,820.28

FIRE CHIEF A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	151.87352	26,324.74	315,896.92
MN	06/29/25	118.99630	20,626.02	247,512.30

FIRE DIVISION CHIEF A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	98.81487	17,127.91	205,534.92
B	07/13/25	103.75561	17,984.30	215,811.66
C	07/13/25	108.94339	18,883.52	226,602.25
D	07/13/25	114.39056	19,827.69	237,932.36
E	07/13/25	120.11009	20,819.08	249,828.98

FIRE ENGINEER (56 HR) A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	40.75848	9,360.86	112,330.37
B	07/13/25	42.79641	9,828.90	117,946.90
C	07/13/25	44.93623	10,320.35	123,844.24
D	07/13/25	47.18304	10,836.37	130,036.45
E	07/13/25	49.54219	11,378.18	136,538.27

FIRE ENGINEER 40 HOUR A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	57.06187	9,890.72	118,688.68
B	07/13/25	59.91497	10,385.26	124,623.13
C	07/13/25	62.91072	10,904.52	130,854.29
D	07/13/25	66.05625	11,449.75	137,397.00
E	07/13/25	69.35906	12,022.23	144,266.84

FIRE EQUIPMENT MECHANIC A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	34.19869	5,927.77	71,133.27
B	06/29/25	35.90862	6,224.16	74,689.92
C	06/29/25	37.70405	6,535.36	78,424.42
D	06/29/25	39.58926	6,862.13	82,345.66
E	06/29/25	41.56872	7,205.24	86,462.93

FIRE INSPECTOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	39.43108	6,834.72	82,016.64
B	06/29/25	41.40264	7,176.45	86,117.49
C	06/29/25	43.47277	7,535.28	90,423.36
D	06/29/25	45.64641	7,912.04	94,944.53
E	06/29/25	47.92873	8,307.64	99,691.75

FIRE MARSHAL A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	84.90642	14,717.11	176,605.35

MN	06/29/25	69.85273	12,107.80	145,293.67

FIRE PREVENTION BATTALIONCHIEF A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	76.99409	13,345.64	160,147.70
B	06/29/25	80.84379	14,012.92	168,155.08
C	06/29/25	84.88598	14,713.56	176,562.83
D	06/29/25	89.13028	15,449.24	185,390.98
E	06/29/25	93.58680	16,221.71	194,660.54

FIRE PROGRAM ASSISTANT

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	30.50950	5,288.31	63,459.76
B	06/29/25	32.03498	5,552.72	66,632.75
C	06/29/25	33.63673	5,830.36	69,964.39
D	06/29/25	35.31856	6,121.88	73,462.60
E	06/29/25	37.08449	6,427.97	77,135.73

FLEET & FACILITIES MANAGER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	69.24791	12,002.97	144,035.65
MN	06/29/25	56.97043	9,874.87	118,498.49

GEOGRAPHIC INFO SYSTEM ANALYST

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	43.15184	7,479.65	89,755.82
B	06/29/25	45.30943	7,853.63	94,243.61
C	06/29/25	47.57490	8,246.31	98,955.79
D	06/29/25	49.95364	8,658.63	103,903.57
E	06/29/25	52.45133	9,091.56	109,098.76

GIS TECHNICIAN

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.56045	5,817.14	69,805.73
B	06/29/25	35.23847	6,108.00	73,296.01
C	06/29/25	37.00040	6,413.40	76,960.83
D	06/29/25	38.85042	6,734.07	80,808.87
E	06/29/25	40.79294	7,070.77	84,849.31

HISTORIAN/ARCHIVIST

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	40.49382	7,018.92	84,227.14
B	06/29/25	42.51851	7,369.87	88,438.50
C	06/29/25	44.64444	7,738.36	92,860.43
D	06/29/25	46.87666	8,125.28	97,503.45
E	06/29/25	49.22049	8,531.55	102,378.61

HOMELESS SERVICES MANAGER A

Step	Start Date	Hourly	Monthly	Annual

MX	06/29/25	59.69795	10,347.64	124,171.73
MN	06/29/25	49.11367	8,513.03	102,156.43

HR DIRECTOR

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	144.64145	25,071.18	300,854.21
MN	06/29/25	112.03920	19,420.12	233,041.53

HUMAN RESOURCES ANALYST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	45.96998	7,968.12	95,617.55
B	06/29/25	48.26848	8,366.53	100,398.43
C	06/29/25	50.68191	8,784.86	105,418.37
D	06/29/25	53.21600	9,224.10	110,689.28
E	06/29/25	55.87680	9,685.31	116,223.74

HUMAN RESOURCES MANAGER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	83.25979	14,431.69	173,180.36
MN	06/29/25	68.49804	11,872.99	142,475.92

HUMAN RESOURCES TECHNICIAN A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.56045	5,817.14	69,805.73
B	06/29/25	35.23847	6,108.00	73,296.01
C	06/29/25	37.00040	6,413.40	76,960.83
D	06/29/25	38.85042	6,734.07	80,808.87
E	06/29/25	40.79294	7,070.77	84,849.31

IT ANALYST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	43.15184	7,479.65	89,755.82
B	06/29/25	45.30943	7,853.63	94,243.61
C	06/29/25	47.57490	8,246.31	98,955.79
D	06/29/25	49.95364	8,658.63	103,903.57
E	06/29/25	52.45133	9,091.56	109,098.76

IT COORDINATOR

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.23250	5,760.30	69,123.60
B	06/29/25	34.89412	6,048.31	72,579.76
C	06/29/25	36.63883	6,350.73	76,208.76
D	06/29/25	38.47077	6,668.26	80,019.20
E	06/29/25	40.39431	7,001.68	84,020.16

IT MANAGER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	78.59427	13,623.00	163,476.08
MN	06/29/25	64.65970	11,207.68	134,492.17

IT PROGRAM ADMINISTRATOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	46.75571	8,104.32	97,251.87
B	06/29/25	49.09349	8,509.53	102,114.45
C	06/29/25	51.54817	8,935.01	107,220.19
D	06/29/25	54.12557	9,381.76	112,581.18
E	06/29/25	56.83185	9,850.85	118,210.24

IT SYSTEMS ADMINISTRATOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	46.75571	8,104.32	97,251.87
B	06/29/25	49.09349	8,509.53	102,114.45
C	06/29/25	51.54817	8,935.01	107,220.19
D	06/29/25	54.12557	9,381.76	112,581.18
E	06/29/25	56.83185	9,850.85	118,210.24

IT TECHNICIAN I A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.56045	5,817.14	69,805.73
B	06/29/25	35.23847	6,108.00	73,296.01
C	06/29/25	37.00040	6,413.40	76,960.83
D	06/29/25	38.85042	6,734.07	80,808.87
E	06/29/25	40.79294	7,070.77	84,849.31

IT TECHNICIAN II A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	37.22483	6,452.30	77,427.64
B	06/29/25	39.08607	6,774.91	81,299.02
C	06/29/25	41.04037	7,113.66	85,363.96
D	06/29/25	43.09239	7,469.34	89,632.17
E	06/29/25	45.24701	7,842.81	94,113.78

JR ENGINEER-CIVIL

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	34.62170	6,001.09	72,013.13
B	06/29/25	36.35279	6,301.15	75,613.80
C	06/29/25	38.17043	6,616.20	79,394.49
D	06/29/25	40.07895	6,947.01	83,364.21
E	06/29/25	42.08290	7,294.36	87,532.43

JR PLANNER

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.23250	5,760.30	69,123.60
B	06/29/25	34.89412	6,048.31	72,579.76
C	06/29/25	36.63883	6,350.73	76,208.76
D	06/29/25	38.47077	6,668.26	80,019.20
E	06/29/25	40.39431	7,001.68	84,020.16

LIBRARIAN I A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	34.91629	6,052.15	72,625.88
B	06/29/25	36.66211	6,354.76	76,257.18
C	06/29/25	38.49521	6,672.50	80,070.03
D	06/29/25	40.41997	7,006.12	84,073.53
E	06/29/25	42.44097	7,356.43	88,277.21

LIBRARIAN II A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	38.54162	6,680.54	80,166.56
B	06/29/25	40.46870	7,014.57	84,174.89
C	06/29/25	42.49214	7,365.30	88,383.65
D	06/29/25	44.61674	7,733.56	92,802.81
E	06/29/25	46.84758	8,120.24	97,442.96

LIBRARY ASSISTANT I A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	21.84827	3,787.03	45,444.40
B	06/29/25	22.94068	3,976.38	47,716.61
C	06/29/25	24.08772	4,175.20	50,102.45
D	06/29/25	25.29210	4,383.96	52,607.56
E	06/29/25	26.55671	4,603.16	55,237.95

LIBRARY ASSISTANT II A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	24.11257	4,179.51	50,154.14
B	06/29/25	25.31819	4,388.48	52,661.83
C	06/29/25	26.58410	4,607.91	55,294.92
D	06/29/25	27.91330	4,838.30	58,059.66
E	06/29/25	29.30897	5,080.22	60,962.65

LIBRARY MANAGER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	76.79688	13,311.45	159,737.51
MN	06/29/25	59.75428	10,357.40	124,288.90

LIBRARY SERVICES SUPERVISOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	42.31559	7,334.70	88,016.42
B	06/29/25	44.43137	7,701.43	92,417.24
C	06/29/25	46.65294	8,086.50	97,038.11
D	06/29/25	48.98559	8,490.83	101,890.02
E	06/29/25	51.43487	8,915.37	106,984.52

LIBRARY SPECIALIST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	25.32697	4,390.00	52,680.09
B	06/29/25	26.59332	4,609.50	55,314.10
C	06/29/25	27.92298	4,839.98	58,079.79

D	06/29/25	29.31913	5,081.98	60,983.79
E	06/29/25	30.78509	5,336.08	64,032.98

MAINTENANCE MANAGER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	56.97043	9,874.87	118,498.49
B	06/29/25	59.81895	10,368.61	124,423.41
C	06/29/25	62.80990	10,887.04	130,644.59
D	06/29/25	65.95039	11,431.40	137,176.81
E	06/29/25	69.24791	12,002.97	144,035.65

MAINTENANCE SUPERVISOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	42.96953	7,448.05	89,376.62
B	06/29/25	45.11800	7,820.45	93,845.44
C	06/29/25	47.37391	8,211.47	98,537.73
D	06/29/25	49.74260	8,622.05	103,464.60
E	06/29/25	52.22973	9,053.15	108,637.83

MAINTENANCE WORKER I A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	24.71206	4,283.42	51,401.08
B	06/29/25	25.94767	4,497.59	53,971.15
C	06/29/25	27.24505	4,722.47	56,669.70
D	06/29/25	28.60730	4,958.59	59,503.18
E	06/29/25	30.03767	5,206.52	62,478.35

MAINTENANCE WORKER II A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	25.96736	4,501.00	54,012.10
B	06/29/25	27.26572	4,726.05	56,712.69
C	06/29/25	28.62901	4,962.36	59,548.34
D	06/29/25	30.06046	5,210.47	62,525.75
E	06/29/25	31.56348	5,471.00	65,652.03

MANAGEMENT ANALYST AT-WILL A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	45.96998	7,968.12	95,617.55
B	06/29/25	48.26848	8,366.53	100,398.43
C	06/29/25	50.68191	8,784.86	105,418.37
D	06/29/25	53.21600	9,224.10	110,689.28
E	06/29/25	55.87680	9,685.31	116,223.74

NETWORK SYSTEMS ENGINEER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	46.75571	8,104.32	97,251.87
B	06/29/25	49.09349	8,509.53	102,114.45
C	06/29/25	51.54817	8,935.01	107,220.19
D	06/29/25	54.12557	9,381.76	112,581.18

E	06/29/25	56.83185	9,850.85	118,210.24

OFFICE ASSISTANT I A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	24.16079	4,187.87	50,254.44
B	06/29/25	25.36883	4,397.26	52,767.16
C	06/29/25	26.63727	4,617.12	55,405.52
D	06/29/25	27.96913	4,847.98	58,175.79
E	06/29/25	29.36759	5,090.38	61,084.58

OFFICE ASSISTANT II A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	26.57687	4,606.65	55,279.88
B	06/29/25	27.90571	4,836.98	58,043.87
C	06/29/25	29.30100	5,078.84	60,946.08
D	06/29/25	30.76605	5,332.78	63,993.38
E	06/29/25	32.30435	5,599.42	67,193.04

PARAMEDIC/FIREFIGHTER (56 HR) A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	37.83070	8,688.45	104,261.40
B	07/13/25	39.72224	9,122.87	109,474.49
C	07/13/25	41.70835	9,579.01	114,948.21
D	07/13/25	43.79377	10,057.96	120,695.63
E	07/13/25	45.98345	10,560.86	126,730.38

PARAMEDIC/FIREFIGHTER/ADMIN 40 A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	52.96298	9,180.24	110,163.00
B	07/13/25	55.61113	9,639.26	115,671.15
C	07/13/25	58.39169	10,121.22	121,454.71
D	07/13/25	61.31127	10,627.28	127,527.44
E	07/13/25	64.37684	11,158.65	133,903.82

PARK RANGER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	30.86086	5,349.21	64,190.58
B	06/29/25	32.40390	5,616.67	67,400.11
C	06/29/25	34.02410	5,897.51	70,770.12
D	06/29/25	35.72530	6,192.38	74,308.62
E	06/29/25	37.51157	6,502.00	78,024.06

PARKS & COMMUNITY SRVS MANAGER

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	76.79688	13,311.45	159,737.51
MN	06/29/25	59.75428	10,357.40	124,288.90

PARKS & LANDSCAPE INSPECTOR I

Step	Start Date	Hourly	Monthly	Annual

A	06/29/25	32.93085	5,708.01	68,496.16
B	06/29/25	34.57739	5,993.41	71,920.97
C	06/29/25	36.30626	6,293.08	75,517.02
D	06/29/25	38.12158	6,607.74	79,292.88
E	06/29/25	40.02766	6,938.12	83,257.53

PARKS MAINTENANCE SUPERINTEN

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	49.11365	8,513.03	102,156.39
B	06/29/25	51.56934	8,938.68	107,264.22
C	06/29/25	54.14780	9,385.61	112,627.42
D	06/29/25	56.85519	9,854.89	118,258.79
E	06/29/25	59.69795	10,347.64	124,171.73

PLAN REVIEW SUPERVISOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	48.92492	8,480.31	101,763.83
B	06/29/25	51.37116	8,904.33	106,852.01
C	06/29/25	53.93972	9,349.55	112,194.61
D	06/29/25	56.63670	9,817.02	117,804.33
E	06/29/25	59.46854	10,307.88	123,694.56

PLANS EXAMINER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	42.54340	7,374.18	88,490.27
B	06/29/25	44.67057	7,742.89	92,914.78
C	06/29/25	46.90409	8,130.04	97,560.50
D	06/29/25	49.24930	8,536.54	102,438.54
E	06/29/25	51.71176	8,963.37	107,560.46

POLICE AGENT A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	55.69606	9,653.98	115,847.80
B	07/13/25	58.48087	10,136.68	121,640.20
C	07/13/25	61.40491	10,643.51	127,722.21
D	07/13/25	64.47516	11,175.69	134,108.33
E	07/13/25	67.69891	11,734.47	140,813.73

POLICE CAPTAIN A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	106.44779	18,450.95	221,411.40
B	07/13/25	111.77018	19,373.49	232,481.97
C	07/13/25	117.35869	20,342.17	244,106.07
D	07/13/25	123.22663	21,359.28	256,311.39
E	07/13/25	129.38796	22,427.24	269,126.95

POLICE CHIEF A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	151.87352	26,324.74	315,896.92

MN	06/29/25	118.99630	20,626.02	247,512.30

POLICE CORPORAL A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	55.69606	9,653.98	115,847.80
B	07/13/25	58.48087	10,136.68	121,640.20
C	07/13/25	61.40491	10,643.51	127,722.21
D	07/13/25	64.47516	11,175.69	134,108.33
E	07/13/25	67.69891	11,734.47	140,813.73

POLICE DETECTIVE I A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	55.69606	9,653.98	115,847.80
B	07/13/25	58.48087	10,136.68	121,640.20
C	07/13/25	61.40491	10,643.51	127,722.21
D	07/13/25	64.47516	11,175.69	134,108.33
E	07/13/25	67.69891	11,734.47	140,813.73

POLICE DETECTIVE II A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	58.48086	10,136.68	121,640.18
B	07/13/25	61.40491	10,643.51	127,722.21
C	07/13/25	64.47515	11,175.69	134,108.31
D	07/13/25	67.69891	11,734.47	140,813.73
E	07/13/25	71.08385	12,321.20	147,854.40

POLICE DETECTIVE III A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	61.40490	10,643.51	127,722.19
B	07/13/25	64.47515	11,175.69	134,108.31
C	07/13/25	67.69891	11,734.47	140,813.73
D	07/13/25	71.08385	12,321.20	147,854.40
E	07/13/25	74.63804	12,937.26	155,247.12

POLICE LIEUTENANT A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	83.40464	14,456.80	173,481.65
B	07/13/25	87.57487	15,179.64	182,155.72
C	07/13/25	91.95361	15,938.62	191,263.50
D	07/13/25	96.55129	16,735.55	200,826.68
E	07/13/25	101.37886	17,572.33	210,868.02

POLICE OFFICER A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	50.50693	8,754.53	105,054.41
B	07/13/25	53.03228	9,192.26	110,307.14
C	07/13/25	55.68389	9,651.87	115,822.49
D	07/13/25	58.46809	10,134.46	121,613.62
E	07/13/25	61.39149	10,641.19	127,694.29

POLICE RECORDS SUPERVISOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	35.94781	6,230.95	74,771.44
B	06/29/25	37.74520	6,542.50	78,510.01
C	06/29/25	39.63246	6,869.62	82,435.51
D	06/29/25	41.61408	7,213.10	86,557.28
E	06/29/25	43.69479	7,573.76	90,885.16

POLICE RECRUIT A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	42.47081	7,361.60	88,339.28
B	07/13/25	44.59436	7,729.68	92,756.26
C	07/13/25	46.82407	8,116.17	97,394.06
D	07/13/25	49.16528	8,521.98	102,263.78
E	07/13/25	51.62354	8,948.08	107,376.96

POLICE SERGEANT A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	65.34971	11,327.28	135,927.39
B	07/13/25	68.61720	11,893.64	142,723.77
C	07/13/25	72.04806	12,488.33	149,859.96
D	07/13/25	75.65046	13,112.74	157,352.95
E	07/13/25	79.43298	13,768.38	165,220.59

POLICE SERVICES TECHNICIAN I A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	24.16079	4,187.87	50,254.44
B	06/29/25	25.36883	4,397.26	52,767.16
C	06/29/25	26.63727	4,617.12	55,405.52
D	06/29/25	27.96913	4,847.98	58,175.79
E	06/29/25	29.36759	5,090.38	61,084.58

POLICE SERVICES TECHNICIAN II A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	26.57687	4,606.65	55,279.88
B	06/29/25	27.90571	4,836.98	58,043.87
C	06/29/25	29.30100	5,078.84	60,946.08
D	06/29/25	30.76605	5,332.78	63,993.38
E	06/29/25	32.30435	5,599.42	67,193.04

POLICE SUPPORT SVS SUPERVISOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	38.84920	6,733.86	80,806.33
B	06/29/25	40.79166	7,070.55	84,846.65
C	06/29/25	42.83124	7,424.08	89,088.97
D	06/29/25	44.97280	7,795.28	93,543.42
E	06/29/25	47.22144	8,185.04	98,220.59

POLICE TRAFFIC INVESTIGATOR I A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	55.69606	9,653.98	115,847.80
B	07/13/25	58.48087	10,136.68	121,640.20
C	07/13/25	61.40491	10,643.51	127,722.21
D	07/13/25	64.47516	11,175.69	134,108.33
E	07/13/25	67.69891	11,734.47	140,813.73

POLICE TRAFFIC INVESTIGATOR II A

Step	Start Date	Hourly	Monthly	Annual
A	07/13/25	58.48086	10,136.68	121,640.18
B	07/13/25	61.40491	10,643.51	127,722.21
C	07/13/25	64.47515	11,175.69	134,108.31
D	07/13/25	67.69891	11,734.47	140,813.73
E	07/13/25	71.08385	12,321.20	147,854.40

PRINCIPAL CIVIL ENGINEER A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	77.29415	13,397.65	160,771.83
MN	06/29/25	63.59008	11,022.28	132,267.36

PRINCIPAL LIBRARIAN

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	44.50378	7,713.98	92,567.86
B	06/29/25	46.72897	8,099.68	97,196.25
C	06/29/25	49.06541	8,504.67	102,056.05
D	06/29/25	51.51868	8,929.90	107,158.85
E	06/29/25	54.09462	9,376.40	112,516.80

PROPERTY/EVIDENCE TECHNICIAN A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	25.42540	4,407.06	52,884.83
B	06/29/25	26.69667	4,627.42	55,529.07
C	06/29/25	28.03150	4,858.79	58,305.52
D	06/29/25	29.43308	5,101.73	61,220.80
E	06/29/25	30.90473	5,356.81	64,281.83

PUBLIC INFORMATION OFFICER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	59.17383	10,256.79	123,081.56
B	06/29/25	62.13252	10,769.63	129,235.64
C	06/29/25	65.23915	11,308.11	135,697.43
D	06/29/25	68.50110	11,873.52	142,482.28
E	06/29/25	71.92616	12,467.20	149,606.41

PUBLIC SAFETY COMMUNICATIO MGR A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	78.59427	13,623.00	163,476.08

MN	06/29/25	64.65970	11,207.68	134,492.17

PUBLIC SAFETY DISPATCH SUPVR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	44.62376	7,734.78	92,817.42
B	06/29/25	46.85495	8,121.52	97,458.29
C	06/29/25	49.19770	8,527.60	102,331.21
D	06/29/25	51.65759	8,953.98	107,447.78
E	06/29/25	54.24046	9,401.67	112,820.15

PUBLIC SAFETY DISPATCHER I A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	31.96209	5,540.09	66,481.14
B	06/29/25	33.56019	5,817.09	69,805.19
C	06/29/25	35.23820	6,107.95	73,295.45
D	06/29/25	37.00011	6,413.35	76,960.22
E	06/29/25	38.85012	6,734.02	80,808.24

PUBLIC SAFETY DISPATCHER II A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	35.15832	6,094.10	73,129.30
B	06/29/25	36.91624	6,398.81	76,785.77
C	06/29/25	38.76205	6,718.75	80,625.06
D	06/29/25	40.70015	7,054.69	84,656.31
E	06/29/25	42.73516	7,407.42	88,889.13

PUBLIC SAFETY RADIO SYST ADMIN

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	38.84920	6,733.86	80,806.33
B	06/29/25	40.79166	7,070.55	84,846.65
C	06/29/25	42.83124	7,424.08	89,088.97
D	06/29/25	44.97280	7,795.28	93,543.42
E	06/29/25	47.22144	8,185.04	98,220.59

PURCHASING & CONTRACTS COORD A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.23250	5,760.30	69,123.60
B	06/29/25	34.89412	6,048.31	72,579.76
C	06/29/25	36.63883	6,350.73	76,208.76
D	06/29/25	38.47077	6,668.26	80,019.20
E	06/29/25	40.39431	7,001.68	84,020.16

PURCHASING MANAGER

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	65.80040	11,405.40	136,864.83
MN	06/29/25	54.13415	9,383.25	112,599.03

PW EQUIPMENT OPER/SR MAIN WRKR

Step	Start Date	Hourly	Monthly	Annual

A	06/29/25	28.65328	4,966.56	59,598.82
B	06/29/25	30.08594	5,214.89	62,578.75
C	06/29/25	31.59024	5,475.64	65,707.69
D	06/29/25	33.16975	5,749.42	68,993.08
E	06/29/25	34.82824	6,036.89	72,442.73

PW INSPECTION SUPERINTENDENT

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	49.11365	8,513.03	102,156.39
B	06/29/25	51.56934	8,938.68	107,264.22
C	06/29/25	54.14780	9,385.61	112,627.42
D	06/29/25	56.85519	9,854.89	118,258.79
E	06/29/25	59.69795	10,347.64	124,171.73

PW INSPECTION SUPERVISOR

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	41.31685	7,161.58	85,939.04
B	06/29/25	43.38270	7,519.66	90,236.01
C	06/29/25	45.55183	7,895.65	94,747.80
D	06/29/25	47.82942	8,290.43	99,485.19
E	06/29/25	50.22089	8,704.95	104,459.45

PW INSPECTOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	36.59260	6,342.71	76,112.60
B	06/29/25	38.42223	6,659.85	79,918.23
C	06/29/25	40.34334	6,992.84	83,914.14
D	06/29/25	42.36051	7,342.48	88,109.86
E	06/29/25	44.47854	7,709.61	92,515.36

RECORDS CLERK A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	24.11257	4,179.51	50,154.14
B	06/29/25	25.31819	4,388.48	52,661.83
C	06/29/25	26.58410	4,607.91	55,294.92
D	06/29/25	27.91330	4,838.30	58,059.66
E	06/29/25	29.30897	5,080.22	60,962.65

RECORDS MANAGER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	43.29217	7,503.97	90,047.71
B	06/29/25	45.45677	7,879.17	94,550.08
C	06/29/25	47.72961	8,273.13	99,277.58
D	06/29/25	50.11609	8,686.78	104,241.46
E	06/29/25	52.62190	9,121.12	109,453.55

RECREATION COORDINATOR

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	27.96208	4,846.76	58,161.12

B	06/29/25	29.36019	5,089.09	61,069.19
C	06/29/25	30.82820	5,343.55	64,122.65
D	06/29/25	32.36961	5,610.73	67,328.78
E	06/29/25	33.98809	5,891.26	70,695.22

RECREATION SUPERVISOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	39.54972	6,855.28	82,263.41
B	06/29/25	41.52721	7,198.04	86,376.59
C	06/29/25	43.60357	7,557.95	90,695.42
D	06/29/25	45.78375	7,935.85	95,230.20
E	06/29/25	48.07293	8,332.64	99,991.69

RISK MANAGEMENT ANALYST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	45.96998	7,968.12	95,617.55
B	06/29/25	48.26848	8,366.53	100,398.43
C	06/29/25	50.68191	8,784.86	105,418.37
D	06/29/25	53.21600	9,224.10	110,689.28
E	06/29/25	55.87680	9,685.31	116,223.74

RISK MANAGEMENT TECHNICIAN A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.56045	5,817.14	69,805.73
B	06/29/25	35.23847	6,108.00	73,296.01
C	06/29/25	37.00040	6,413.40	76,960.83
D	06/29/25	38.85042	6,734.07	80,808.87
E	06/29/25	40.79294	7,070.77	84,849.31

SR CIVIL ENGINEER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	56.09503	9,723.13	116,677.66
B	06/29/25	58.89978	10,209.29	122,511.54
C	06/29/25	61.84477	10,719.76	128,637.12
D	06/29/25	64.93701	11,255.74	135,068.98
E	06/29/25	68.18386	11,818.53	141,822.42

SR CODE ENFORCEMENT OFFICER

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	35.78347	6,202.46	74,429.61
B	06/29/25	37.57265	6,512.59	78,151.11
C	06/29/25	39.45128	6,838.22	82,058.66
D	06/29/25	41.42384	7,180.13	86,161.58
E	06/29/25	43.49503	7,539.13	90,469.66

SR CRIME ANALYST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	41.35475	7,168.15	86,017.88
B	06/29/25	43.42249	7,526.56	90,318.77

C	06/29/25	45.59362	7,902.89	94,834.72
D	06/29/25	47.87330	8,298.03	99,576.46
E	06/29/25	50.26696	8,712.93	104,555.27

SR DEVELOPMENT SERVICES TECH A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	37.17660	6,443.94	77,327.32
B	06/29/25	39.03543	6,766.14	81,193.69
C	06/29/25	40.98720	7,104.44	85,253.37
D	06/29/25	43.03656	7,459.67	89,516.04
E	06/29/25	45.18838	7,832.65	93,991.83

SR EXECUTIVE ASSISTANT A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	40.13079	6,956.00	83,472.04
B	06/29/25	42.13732	7,303.80	87,645.62
C	06/29/25	44.24419	7,668.99	92,027.91
D	06/29/25	46.45640	8,052.44	96,629.31
E	06/29/25	48.77922	8,455.06	101,460.77

SR FINANCIAL ANALYST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	51.49498	8,925.79	107,109.55
B	06/29/25	54.06973	9,372.08	112,465.03
C	06/29/25	56.77322	9,840.69	118,088.29
D	06/29/25	59.61188	10,332.72	123,992.71
E	06/29/25	62.59247	10,849.36	130,192.33

SR FIRE EQUIPMENT MECHANIC A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	45.72559	7,925.76	95,109.22
B	06/29/25	48.01187	8,322.05	99,864.68
C	06/29/25	50.41246	8,738.15	104,857.91
D	06/29/25	52.93309	9,175.06	110,100.82
E	06/29/25	55.57974	9,633.82	115,605.85

SR HUMAN RESOURCES ANALYST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	51.49498	8,925.79	107,109.55
B	06/29/25	54.06973	9,372.08	112,465.03
C	06/29/25	56.77322	9,840.69	118,088.29
D	06/29/25	59.61188	10,332.72	123,992.71
E	06/29/25	62.59247	10,849.36	130,192.33

SR MAINTENANCE WORKER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	29.66503	5,141.93	61,703.26
B	06/29/25	31.14828	5,399.03	64,788.42
C	06/29/25	32.70570	5,668.98	68,027.85

D	06/29/25	34.34098	5,952.43	71,429.23
E	06/29/25	36.05803	6,250.05	75,000.70

SR MANAGEMENT ANALYST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	51.49498	8,925.79	107,109.55
B	06/29/25	54.06973	9,372.08	112,465.03
C	06/29/25	56.77322	9,840.69	118,088.29
D	06/29/25	59.61188	10,332.72	123,992.71
E	06/29/25	62.59247	10,849.36	130,192.33

SR PLANNER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	49.64163	8,604.54	103,254.59
B	06/29/25	52.12371	9,034.77	108,417.31
C	06/29/25	54.72989	9,486.51	113,838.17
D	06/29/25	57.46639	9,960.84	119,530.09
E	06/29/25	60.33971	10,458.88	125,506.59

SR PLANS EXAMINER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	46.79774	8,111.60	97,339.29
B	06/29/25	49.13763	8,517.18	102,206.27
C	06/29/25	51.59451	8,943.04	107,316.58
D	06/29/25	54.17424	9,390.20	112,682.41
E	06/29/25	56.88295	9,859.71	118,316.53

SR PROGRAM MANAGER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	65.70823	11,389.42	136,673.11
B	06/29/25	68.99364	11,958.89	143,506.77
C	06/29/25	72.44332	12,556.84	150,682.10
D	06/29/25	76.06549	13,184.68	158,216.21
E	06/29/25	79.86876	13,843.91	166,127.02

SR PUBLIC WORKS INSPECTOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	40.25186	6,976.98	83,723.86
B	06/29/25	42.26446	7,325.83	87,910.07
C	06/29/25	44.37768	7,692.13	92,305.57
D	06/29/25	46.59656	8,076.73	96,920.84
E	06/29/25	48.92639	8,480.57	101,766.89

SR RECORDS COORDINATOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	29.49598	5,112.63	61,351.63
B	06/29/25	30.97078	5,368.26	64,419.22
C	06/29/25	32.51931	5,636.68	67,640.16
D	06/29/25	34.14528	5,918.51	71,022.18

E	06/29/25	35.85254	6,214.44	74,573.28

SR RECREATION COORDINATOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	34.05237	5,902.41	70,828.92
B	06/29/25	35.75499	6,197.53	74,370.37
C	06/29/25	37.54274	6,507.40	78,088.89
D	06/29/25	39.41988	6,832.77	81,993.35
E	06/29/25	41.39087	7,174.41	86,093.00

SR RECREATION SUPERVISOR A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	43.60357	7,557.95	90,695.42
B	06/29/25	45.78375	7,935.85	95,230.20
C	06/29/25	48.07293	8,332.64	99,991.69
D	06/29/25	50.47658	8,749.27	104,991.28
E	06/29/25	53.00041	9,186.73	110,240.85

SR RISK MANAGEMENT ANALYST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	51.49498	8,925.79	107,109.55
B	06/29/25	54.06973	9,372.08	112,465.03
C	06/29/25	56.77322	9,840.69	118,088.29
D	06/29/25	59.61188	10,332.72	123,992.71
E	06/29/25	62.59247	10,849.36	130,192.33

SUPERVISING LIBRARIAN A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	42.31559	7,334.70	88,016.42
B	06/29/25	44.43137	7,701.43	92,417.24
C	06/29/25	46.65294	8,086.50	97,038.11
D	06/29/25	48.98559	8,490.83	101,890.02
E	06/29/25	51.43487	8,915.37	106,984.52

TRAFFIC ENGINEER

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	66.54002	11,533.60	138,403.24
B	06/29/25	69.86703	12,110.28	145,323.42
C	06/29/25	73.36038	12,715.79	152,589.59
D	06/29/25	77.02840	13,351.58	160,219.07
E	06/29/25	80.87982	14,019.16	168,230.02

TRAFFIC SIGNAL TECHNICIAN A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	42.54340	7,374.18	88,490.27
B	06/29/25	44.67057	7,742.89	92,914.78
C	06/29/25	46.90409	8,130.04	97,560.50
D	06/29/25	49.24930	8,536.54	102,438.54
E	06/29/25	51.71176	8,963.37	107,560.46

PT ACCOUNTING SPECIALIST

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	28.21218	2,445.05	29,340.66
B	06/29/25	29.62279	2,567.30	30,807.70
C	06/29/25	31.10393	2,695.67	32,348.08
D	06/29/25	32.65912	2,830.45	33,965.48
E	06/29/25	34.29208	2,971.98	35,663.76

PT ACCOUNTING TECHNICIAN

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.56045	5,817.14	69,805.73
B	06/29/25	35.23847	6,108.00	73,296.01
C	06/29/25	37.00040	6,413.40	76,960.83
D	06/29/25	38.85042	6,734.07	80,808.87
E	06/29/25	40.79294	7,070.77	84,849.31

PT CASHIER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	19.98031	3,463.25	41,559.04
B	06/29/25	20.97932	3,636.41	43,636.98
C	06/29/25	22.02829	3,818.23	45,818.84
D	06/29/25	23.12970	4,009.14	48,109.77
E	06/29/25	24.28619	4,209.60	50,515.27

PT CODE ENFORCEMENT OFFICER I

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	34.19869	5,927.77	71,133.27
B	06/29/25	35.90862	6,224.16	74,689.92
C	06/29/25	37.70405	6,535.36	78,424.42
D	06/29/25	39.58926	6,862.13	82,345.66
E	06/29/25	41.56872	7,205.24	86,462.93

PT FIRE INSPECTOR I (NONE) A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	39.43108	6,834.72	82,016.64
B	06/29/25	41.40264	7,176.45	86,117.49
C	06/29/25	43.47277	7,535.28	90,423.36
D	06/29/25	45.64641	7,912.04	94,944.53
E	06/29/25	47.92873	8,307.64	99,691.75

PT FIRE MECHANIC A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	27.12472	4,701.61	56,419.41
B	06/29/25	28.48095	4,936.69	59,240.37
C	06/29/25	29.90500	5,183.53	62,202.40
D	06/29/25	31.40025	5,442.71	65,312.52
E	06/29/25	32.97026	5,714.84	68,578.14

PT INTERN A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	23.30415	4,039.38	48,472.63
MN	06/29/25	17.64617	3,058.66	36,704.03

PT IT TECHNICIAN I

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	33.56045	5,817.14	69,805.73
B	06/29/25	35.23847	6,108.00	73,296.01
C	06/29/25	37.00040	6,413.40	76,960.83
D	06/29/25	38.85042	6,734.07	80,808.87
E	06/29/25	40.79294	7,070.77	84,849.31

PT LIBRARIAN I

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	34.91629	6,052.15	72,625.88
B	06/29/25	36.66211	6,354.76	76,257.18
C	06/29/25	38.49521	6,672.50	80,070.03
D	06/29/25	40.41997	7,006.12	84,073.53
E	06/29/25	42.44097	7,356.43	88,277.21

PT LIBRARY ASSISTANT I A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	21.84827	3,787.03	45,444.40
B	06/29/25	22.94068	3,976.38	47,716.61
C	06/29/25	24.08772	4,175.20	50,102.45
D	06/29/25	25.29210	4,383.96	52,607.56
E	06/29/25	26.55671	4,603.16	55,237.95

PT LIBRARY ASSISTANT II A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	24.11256	4,179.51	50,154.12
B	06/29/25	25.31819	4,388.48	52,661.83
C	06/29/25	26.58410	4,607.91	55,294.92
D	06/29/25	27.91331	4,838.30	58,059.68
E	06/29/25	29.30897	5,080.22	60,962.65

PT LIBRARY PAGE A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	17.47811	3,029.53	36,354.46
B	06/29/25	18.35202	3,181.01	38,172.20
C	06/29/25	19.26962	3,340.06	40,080.80
D	06/29/25	20.23310	3,507.07	42,084.84
E	06/29/25	21.24476	3,682.42	44,189.10

PT LIBRARY SPECIALIST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	25.32697	4,390.00	52,680.09
B	06/29/25	26.59332	4,609.50	55,314.10
C	06/29/25	27.92298	4,839.98	58,079.79

D	06/29/25	29.31913	5,081.98	60,983.79
E	06/29/25	30.78509	5,336.08	64,032.98

PT LIFEGUARD LEAD SEASONAL

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	19.26962	3,340.06	40,080.80
B	06/29/25	20.23310	3,507.07	42,084.84
C	06/29/25	21.24475	3,682.42	44,189.08
D	06/29/25	22.30699	3,866.54	46,398.53
E	06/29/25	23.42234	4,059.87	48,718.46

PT LIFEGUARD SEASONAL A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	17.47811	3,029.53	36,354.46
B	06/29/25	18.35202	3,181.01	38,172.20
C	06/29/25	19.26962	3,340.06	40,080.80
D	06/29/25	20.23310	3,507.07	42,084.84
E	06/29/25	21.24476	3,682.42	44,189.10

PT LIFEGUARD SENIOR SEASONAL

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	21.19659	3,674.07	44,088.90
B	06/29/25	22.25642	3,857.77	46,293.35
C	06/29/25	23.36924	4,050.66	48,608.01
D	06/29/25	24.53770	4,253.20	51,038.41
E	06/29/25	25.76458	4,465.86	53,590.32

PT LIFEGUARD/WSI SEASONAL A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	18.35202	3,181.01	38,172.20
B	06/29/25	19.26962	3,340.06	40,080.80
C	06/29/25	20.23310	3,507.07	42,084.84
D	06/29/25	21.24476	3,682.42	44,189.10
E	06/29/25	22.30699	3,866.54	46,398.53

PT LIVE SCAN TECHNICIAN A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	18.21496	3,157.25	37,887.11
B	06/29/25	19.12570	3,315.12	39,781.45
C	06/29/25	20.08199	3,480.87	41,770.53
D	06/29/25	21.08609	3,654.92	43,859.06
E	06/29/25	22.14039	3,837.66	46,052.01

PT POLICE AIDE A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	17.47811	3,029.53	36,354.46
B	06/29/25	18.35202	3,181.01	38,172.20
C	06/29/25	19.26962	3,340.06	40,080.80
D	06/29/25	20.23310	3,507.07	42,084.84

E	06/29/25	21.24476	3,682.42	44,189.10

PT POLICE CADET A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	17.47811	3,029.53	36,354.46
B	06/29/25	18.35202	3,181.01	38,172.20
C	06/29/25	19.26962	3,340.06	40,080.80
D	06/29/25	20.23310	3,507.07	42,084.84
E	06/29/25	21.24476	3,682.42	44,189.10

PT POLICE SERVICES TECH II A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	26.57687	4,606.65	55,279.88
B	06/29/25	27.90571	4,836.98	58,043.87
C	06/29/25	29.30100	5,078.84	60,946.08
D	06/29/25	30.76605	5,332.78	63,993.38
E	06/29/25	32.30435	5,599.42	67,193.04

PT POLICE SRVCS TECH I A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	24.16079	4,187.87	50,254.44
B	06/29/25	25.36883	4,397.26	52,767.16
C	06/29/25	26.63727	4,617.12	55,405.52
D	06/29/25	27.96913	4,847.98	58,175.79
E	06/29/25	29.36759	5,090.38	61,084.58

PT PUBLIC SAFETY DISPATCHER II A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	35.15832	3,047.05	36,564.65
B	06/29/25	36.91624	3,199.40	38,392.88
C	06/29/25	38.76205	3,359.37	40,312.53
D	06/29/25	40.70015	3,527.34	42,328.15
E	06/29/25	42.73516	3,703.71	44,444.56

PT RECORDS CLERK

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	24.11256	4,179.51	50,154.12
B	06/29/25	25.31819	4,388.48	52,661.83
C	06/29/25	26.58410	4,607.91	55,294.92
D	06/29/25	27.91331	4,838.30	58,059.68
E	06/29/25	29.30897	5,080.22	60,962.65

PT RECREATION LEADER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	17.47811	3,029.53	36,354.46
B	06/29/25	18.35202	3,181.01	38,172.20
C	06/29/25	19.26962	3,340.06	40,080.80
D	06/29/25	20.23310	3,507.07	42,084.84
E	06/29/25	21.24476	3,682.42	44,189.10

PT RECREATION SPECIALIST A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	17.47811	3,029.53	36,354.46
B	06/29/25	18.35202	3,181.01	38,172.20
C	06/29/25	19.26962	3,340.06	40,080.80
D	06/29/25	20.23310	3,507.07	42,084.84
E	06/29/25	21.24476	3,682.42	44,189.10

PT SENIOR PLANNER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	49.64163	8,604.54	103,254.59
B	06/29/25	52.12371	9,034.77	108,417.31
C	06/29/25	54.72989	9,486.51	113,838.17
D	06/29/25	57.46639	9,960.84	119,530.09
E	06/29/25	60.33971	10,458.88	125,506.59

PT SENIOR RECREATION LEADER A

Step	Start Date	Hourly	Monthly	Annual
A	06/29/25	20.23966	3,508.20	42,098.49
B	06/29/25	21.25164	3,683.61	44,203.41
C	06/29/25	22.31422	3,867.79	46,413.57
D	06/29/25	23.42993	4,061.18	48,734.25
E	06/29/25	24.60143	4,264.24	51,170.97

PT TEMPORARY OFFICE SPECIALIST A

Step	Start Date	Hourly	Monthly	Annual
MX	06/29/25	23.30415	4,039.38	48,472.63
MN	06/29/25	17.64617	3,058.66	36,704.03

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 7.

iTO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Diego Chavez, Administrative Services Director

PREPARED BY: Jakkie Arellano, Management Analyst - Administrative Services

SUBJECT:
Appropriation of Additional Funds and Amendment to the Agreement with Liebert Cassidy Whitmore

RECOMMENDATION

Amend the Fiscal Year 2024/25 Operating Budget to establish an appropriation of $125,000 for Legal Services;

Amend the Agreement with Liebert Cassidy Whitmore to increase the not-to-exceed amount for Fiscal Year 2024/25 from $300,000 to $425,000; and

Authorize the City Manager to execute the amendment.

PRIOR ACTION/VOTE

On April 3, 2018, the City Council adopted Resolution No. 18-3887, approving a retroactive agreement with Liebert Cassidy Whitmore for Labor and Employment Legal Services (Vote: 5-0).

On August 4, 2020, the City Council authorized an agreement with Liebert Cassidy Whitmore for Labor and Employment Legal Services (Vote: 5-0).

On September 5, 2023, the City Council authorized a three-year agreement with Liebert Cassidy Whitmore from July 1, 2023, to June 30, 2026 (Vote: 5-0).

CITY COUNCIL GOAL

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

DISCUSSION

Since 2017, the City of Murrieta (City) has worked with Liebert Cassidy Whitmore (LCW), a labor and employment law firm, to advise and defend the City on various personnel and employment matters. While

Aleshire & Wynder, LLP, serves as the City's general legal counsel, the City also contracts with other law firms for specialized legal services or when defense counsel is appointed under the City's employment practices liability coverage. With LCW, these services have included labor negotiations, litigation, wage and overtime analysis, and other employment practices. Most recently, LCW has provided significant legal services related to the Fair Labor Standards Act, police employment matters, representation at arbitration and administrative hearings, and oversight of employment investigations to avoid conflict with the roles and responsibilities of the City Attorney's Office.

The current agreement with LCW was approved by the City Council on September 5, 2023. The term of the agreement is for three (3) years from July 1, 2023, to June 30, 2026, in an amount not to exceed $300,000 per fiscal year. For FY 2024/25, the cost for LCW legal services exceeded the $300,000 amount. Therefore, staff is requesting the City Council approve an amendment (Attachment 1) to the agreement; and appropriate an additional $125,000 to the Human Resources Legal Services Operating Budget account in order to pay for the services rendered. The not-to-exceed amount for the final year of the agreement will remain $300,000.

FISCAL IMPACT

Amend the FY 2024/25 Operating Budget and appropriate additional funds in the amount of $125,000 the Human Resources Legal Services Operating Budget account 1102200-60440.

ATTACHMENTS

1. Amendment to the Agreement with Liebert Cassidy Whitmore

AMENDMENT TO THE AGREEMENT WITH THE CITY OF MURRIETA AND CONSULTANT

Amendment No.: 1
Original Agreement Title ("Agreement"): Agreement for Professional Legal Servies With the City of Murrieta
Agreement Effective Date: July 1, 2023
Agreement Termination Date: July 30, 2026
Consultant Name: Leibert Cassidy Whitmore
Brief Description of Scope of Services ("Services"): Employment Related Legal Services

This Amendment to the Agreement, made effective on the date executed by the City by and between the City of Murrieta, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("City"), and the above referenced Consultant with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

Whereas, City is a general law city, formed and existing pursuant to the provisions of the California Government Code.

Whereas, City and Consultant entered into an Agreement on the Effective Date set forth above for the Services.

Whereas, City and Consultant wish to amend the Agreement as further set forth herein.

Whereas, the Agreement was previously modified by the following prior amendments: None

AMENDMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The above recitals are true and correct.

2. The following terms of the Agreement are hereby amended to read as follows:

The "Total Not To Exceed Contract Amount" set forth on page 1 of the Agreement is hereby amended to read as follows:
"$300,000.00 for fiscal year 2023/2024, $425,000 for fiscal year 2024/2025 and $300,000.00 for fiscal year 2025/2026."

3. All other conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed on the dates set forth below.

Signature Page to Follow.

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Justin Clifton, City Manager
Date:

ATTEST:

_____
Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Tiffany Israel, City Attorney
Date:

CONSULTANT:

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.

By: _____
Name: Melanie L. Chaney
Title: Co-Managing Partner
Date:

By: _____
Name:J. Scott Tiedemann

Title:Co-Managing Partner
Date:

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 8.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Justin Clifton, City Manager

PREPARED BY: Isaac Bravo, Management Analyst

SUBJECT:
Second Amendment to an Agreement with GRC Associates, Inc. for As-Needed Administrative Services for the Community Development Block Grant Program

RECOMMENDATION

Approve the second amendment to an agreement with GRC Associates, Inc. for as-needed Community Development Block Grant consultation services to extend the agreement by 2 years and increase the total not-to-exceed amount by $60,000; and

Authorize the City Manager to execute the agreement.

PRIOR ACTION/VOTE

On August 1, 2023, the City Council approved Resolution No. 23-4695 authorizing the City's participation in the County of Riverside's Urban County Community Development Block Grant Program for Fiscal Years 2024/25, 2025/26, and 2026/27 (Vote: 5-0).

On November 21, 2023, the City Council approved Resolution No. 23-4715 authorizing allocation of Community Development Block Grant Funds for Fiscal Year 2024/25 (Vote: 5-0).

On August 20, 2024, the City Council approved an amendment to the agreement with GRC Associates, Inc., which extended the agreement for an additional year and increased the total not-to-exceed amount by $30,000 (Vote: 5-0).

On November 19, 2024, the City Council approved Resolution No. 24-4793 authorizing the allocation of Community Development Block Grant Funds for Fiscal Year 2025/26 (Vote: 5-0).

CITY COUNCIL GOAL

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

DISCUSSION

The United States Department of Housing and Urban Development (HUD) administers the Community Development Block Grant (CDBG) Program, which provides annual federal funding to local jurisdictions to support community development activities. The goal of the CDBG Program is to create viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, primarily benefiting low and moderate-income individuals.

Local jurisdictions can use CDBG funds for a wide range of eligible activities. These funds are often used to supplement General Fund expenditures for programs that meet HUD's objectives and eligibility criteria. A portion of the City of Murrieta's (City) annual allocation is designated for "public service" activities, typically carried out by nonprofit organizations.

Participation in the CDBG Program requires the City to comply with extensive federal administrative and reporting requirements. Although the City has partnered with Riverside County to complete certain components of the program's administration, the City remains responsible for several key functions. These include selecting and contracting with nonprofit subrecipients, monitoring program activities, processing reimbursement requests, maintaining program records, and ensuring compliance with HUD regulations.

To support these efforts, the City entered into a professional services agreement with GRC Associates, Inc. (GRC) on March 1, 2023. GRC provides as-needed technical assistance with managing the City's CDBG Program, including coordination with Riverside County, oversight of public service subrecipients, closing out outstanding reimbursement requests from previous years, and records management.

Since March 2023, GRC has provided services totaling $60,000. This includes an initial agreement for $30,000 and a second agreement for an additional $30,000 for Fiscal Year 2023/24. To continue services, the first amendment to the agreement extended the term through August 31, 2025, and authorized another $30,000 for FY 2024/25, with no change to the scope of services. All expenditures are fully reimbursable through the City's CDBG administrative allocation from HUD.

A second amendment will extend the agreement through August 31, 2027, and authorize two (2) additional annual allocations of $30,000 for FY 2025/26 and 2026/27. There is no change to the scope of services. As with previous years, the costs incurred through this agreement are eligible for full reimbursement through HUD and will not impact the City's General Fund.

FISCAL IMPACT

Funding for services was budgeted in FY 2025/26 in account 34100010-60480 in the amount of $30,000. Future fiscal year allocations will also be included in the regular budgetary process.

ATTACHMENTS

1. Proposed Amendment to the Existing Agreement

AMENDMENT TO THE AGREEMENT WITH THE CITY OF MURRIETA AND CONSULTANT

Amendment No.: 2
Original Agreement Title ("Agreement"): Agreement between the City of Murrieta and GRC Associates, Inc.
Agreement Effective Date: July 1, 2023
Agreement Termination Date: August 31, 2025
Consultant Name: GRC Associates, Inc.
Brief Description of Scope of Services ("Services"): As needed on-call services related to CDBG funding, program implementation, maintenance, and closeout.

This Amendment to the Agreement, made effective on the date executed by the City by and between the City of Murrieta, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("City"), and the above referenced Consultant with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

Whereas, City is a general law city, formed and existing pursuant to the provisions of the California Government Code.

Whereas, City and Consultant entered into an Agreement on the Effective Date set forth above for the Services.

Whereas, City and Consultant wish to amend the Agreement as further set forth herein.

Whereas, the Agreement was previously modified by the following prior amendments: Amendment No.1, which extended the agreement to August 31, 2025, and increased the amount not-to-exceed by thirty thousand ($30,000) dollars.

AMENDMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The above recitals are true and correct.

2. The following terms of the Agreement are hereby amended to read as follows:

   A. Section 3.1 of the Agreement is hereby amended in its entirety to read as follows: "The term of this Agreement shall be from 8/15/2023 until 8/31/2027."
   .
   B. Section 4.1 of the Agreement is hereby amended in its entirety read as follows: "In consideration of the services to be performed by CONSULTANT for the CITY as set

forth in Section 1, the CITY agrees to pay CONSULTANT a sum not to exceed one-hundred-twenty-thousand ($120,000) billed as services are rendered based on rates deigned on attached quote/proposal (Exhibit "A") of the original agreement."

3. All other conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed on the dates set forth below.

Signature Page to Follow

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Justin Clifton, City Manager
Date:

ATTEST:

_____
Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Tiffany Israel, City Attorney
Date:

CONSULTANT:
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.

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 9.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Ambrose, Community Services Director

PREPARED BY: Crystal Arora, Management Analyst - Parks & Recreation

SUBJECT: Donation Acceptance for FY 2025/26 Concerts in the Park

RECOMMENDATION

Accept donations from various entities totaling $7,800 for the 2025 Concerts in the Park series.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

DISCUSSION

California Government Code Section 37354 authorizes the City Council to accept or reject gifts made to or for the City. The Community Services Department receives various donations to the City of Murrieta throughout the year. These donations can include sponsorships for special events or funds to assist with capital improvement projects that benefit the community through parks and community services.

Current donations to be accepted include:

Donor	Description	Total Donation
Rancho California Water District	One (1) Concert in the Park	$1,800
ProFlo Air Conditioning, Heating, and Plumbing	Four (4) Concerts in the Park	$6,000
Grand Total		**$7,800**

FISCAL IMPACT

Amend the Fiscal Year 2025/26 Operating Budget to add $7,800, in donations to Revenue account 1105000-47705 and allocate the same amount across various expenditure accounts.

ATTACHMENTS

None.

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 10.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Scott Agajanian, Economic Development Director

PREPARED BY: Martha Coleman, Management Analyst

SUBJECT:
Approve a Deposit/Reimbursement Agreement with Murrieta Hot Springs Resort for On-Call Historical Preservation Consulting Services related to the Mills Act

RECOMMENDATION

Approve the Deposit/Reimbursement Agreement between the City of Murrieta and Murrieta Hot Springs Resort LP in connection with the agreements with Applied EarthWorks, Stantec, and SWCA for on-call historic preservation services required to undertake Mills Act obligations in connection with the Murrieta Hot Springs Resort;

Authorize the Mayor to execute the agreement; and

Upon agreement approval, all costs associated with these services will be funded by Murrieta Hot Springs Resort.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Aggressively pursue economic development.

DISCUSSION

The Murrieta Hot Springs Resort LP (MHSR) has inquired with the City of Murrieta (City) about pursuing a Mills Act designation for certain buildings within their property. The Mills Act is a body of California state law, specifically, California Government Code Sections 50280-50290, that encourages the preservation of qualified historic structures by reducing property taxes for owners who agree to rehabilitate and maintain their properties to their historic integrity.

Chapter 16.26 of the Murrieta Municipal Code (MMC) addresses cultural resource preservation, including criteria for designating historic preservation and a process. However, this section of the MMC needs to be

updated, as it has not been revisited since 2001 and some aspects are no longer relevant.

Based on the specialized technical expertise required to assist Murrieta Hot Springs Resort LP with its pursuit of a Mills Act designation, on March 24, 2025, staff issued a Request for Proposals for on-call historic preservation consulting services. The solicitation period closed on April 24, 2025. Nine proposals were received; five were deemed responsive, while four did not meet the minimum required criteria and were disqualified.

Following a thorough evaluation process, three firms were selected to be on-call consultants for historic preservation services based on their qualifications, experience, and overall responsiveness to the scope of work: Stantec Consulting Services, Inc., Applied EarthWorks, Inc., and SWCA Environmental Consultants. These firms will provide as-needed historic preservation services to support the City's obligations under the Mills Act and related programs. The value of each of these agreements is less than $75,000 and therefore within the City Manager's signature authority.

The attached Deposit/Reimbursement Agreement will require MHSR to make and replenish, as needed, a deposit for costs the City will incur with any of these historic preservation consultants as MHSR pursues a Mills Act designation.

FISCAL IMPACT

There is no direct fiscal impact on the City's General Fund. A deposit in the amount of $15,000 has been requested from MHSR to fund the historic preservation consulting services. All costs associated with the services provided by Stantec Consulting Services, Inc., Applied EarthWorks, Inc., and SWCA Environmental Consultants and any other allowable expenses will be paid from this account, in accordance with the terms of the Deposit/Reimbursement Agreement. Additional funds may be required if costs for their services exceed the initial deposit amount.

ATTACHMENTS

1. Deposit/Reimbursement Agreement - MHSR and City of Murrieta

DEPOSIT/REIMBURSEMENT AGREEMENT
by and between City of Murrieta and Murrieta Hot Springs Resort LP
On-Call Historic Preservation Consulting Services

THIS DEPOSIT/REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF MURRIETA, a California municipal corporation ("City"), and MURRIETA HOT SPRINGS RESORT LP , a Delaware limited partnership ("Payor"). City and Payor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

WHEREAS, at Payor's request the City is entering into agreements with qualified consultants ("Consultants") for services to assist City with Historic Preservation Planning ("Services") for the benefit of Payor; and

WHEREAS, Payor acknowledges and agrees that City's approval of the proposed agreements with Consultants and any amendments thereto ("Consultant Agreements") and the initiation of Services on behalf of Payor are contingent on Payor's agreement to pay all costs incurred by City in connection with Services to benefit Payor and that Payor will tender adequate deposits to ensure that Payor fully covers the costs of the Services performed necessary for Payor's request for historic preservation services in pursuit of a Mills Act contract with the City; and

WHEREAS, City and Payor now desire to specify the terms of such deposit and replenishments.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Deposit; Additional Advances.

(a) Upon execution of this Agreement, Payor shall pay City a lump sum deposit in the amount of Fifteen Thousand Dollars ($15,000) ("Initial Deposit"). The Initial Deposit represents the City's best estimate of Payor's obligation hereunder for the cost of the Services. The Initial Deposit and any Supplemental Deposit (defined below) are collectively referred to herein as "Deposit". The Deposit may be commingled with other funds of the City for purposes of investment and safekeeping.

(b) If City subsequently determines that the Deposit is insufficient, which determination shall be based on the actual costs and expenses generated in connection with the Services, Payor shall pay City a lump sum deposit in the amount estimated by City to be sufficient to cover the excess ("Supplemental Deposit"). Services shall be suspended until the Supplemental Deposit is made to City.

(c) Notwithstanding any provision herein to the contrary, the Parties agree that City's obligations to make payments to the Consultants pursuant to the Consultant Agreements shall be independent of and governed solely by the provisions of the Consultant Agreements, but that such payments shall come from the Deposit paid by Payor.

(d) City shall at all times maintain records as to the expenditure of the Deposit. City shall promptly provide Payor with copies of each statement of invoice received from the Consultants and shall give Payor at least ten (10) days within which to provide City with any comments or objections thereto prior to making payment to the Consultants. City shall also give Payor at least ten (10) days notice along with copies of any proposed change orders or contract amendments and related documents to Services so that Payor shall have the opportunity to provide comments or objections thereto prior to the City finalizing, filing, or otherwise releasing any of the foregoing.

(e) Subject to the provisions of this Agreement, Payor hereby agrees to advance those additional amounts necessary to pay City Costs, as described in Section 2(a), in excess of the amount of the Initial Deposit, promptly upon written demand therefore from the Executive Director of City.

Section 2. Use of Funds.

The Deposits shall be administered as follows:

(a) The Director of Finance of the City may draw upon the Deposits from time to pay the "City Costs" equal to: (i) the fees and expenses of the Consultant Agreements as may be amended which are reasonable and necessary to: (i) provide the Services and which Payor has been given a ten (10) day period within which to review and comment as provided in Section 1; and (ii) any amounts necessary to pay for all required permits and applicable City fees and costs and all other fees required by other public agencies in connection with the Services. In the event the Services are subject to legal or other challenge, Payor shall make Supplemental Deposits to pay for all of the City's reasonable and necessary legal fees and costs related to the defense of such challenge and shall indemnify and hold harmless the City; provided that if such challenge is filed, Payor may choose not to defend the matter and terminate this Agreement.

(b) Upon the completion of Services and payment of all applicable costs, the City's Director of Finance shall return any then-unexpended Deposits to Payor, without interest, less an amount equal to any unpaid costs theretofore incurred by City.

Section 3. If, prior to the completion of Services, either (i) City takes official action stating the intent of City to terminate Consultant Agreements, or (ii) Payor delivers to City a written request that City terminate Consultant Agreements, then, within thirty (30) business days after payment of all costs relating to the Services, City shall return any then-unexpended Deposits to Payor, without interest, less an amount equal to any unpaid costs incurred by City.

Section 4. Conflicts of Interest.

(a) During the existence of City's contract with the Consultants, and for a period of one (1) year after completion of Services, neither Payor, nor any of its representatives, agents or other persons acting in concert with Payor, shall enter into any financial relationship with the Consultants, its agents or employees, or with any City official, agent or employee. Nor, during such period, shall Payor propose to enter into any future relationship with the Consultants, its agents or employees, or with any City official, agent or employee.

(b) Payor makes the following warranties for the 12-month period preceding the completion of Services. Payor warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, the Consultants or any of the Consultants' agents or employees. Payor further warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code Sections 87100 et seq.).

Section 5. Section 5. Agreement Not Debt or Liability of City. It is hereby acknowledged and agreed that this Agreement is not a debt or liability of the City. City shall not in any event be liable hereunder other than to return the unexpended and uncommitted portions of the Deposits as provided in Section 2, above. City shall not be obligated to advance any of its own funds with respect to the Consultant Agreements or for any of the other purposes listed in Section 2(a) hereof. No official, officer, employee, or agent of the City shall, to any extent, be personally liable hereunder.

Section 6. Notices. Any notices, requests, demands, documents, approvals or disapprovals given or sent under this Agreement from one party to another (collectively, "Notices") may be personally delivered, transmitted by facsimile ("fax") transmission, email,, overnight courier, or deposit with the United States Postal Service for mailing, postage prepaid, to the address of the other party as stated in this Section. Notices shall be sent as follows:

If to City: City of Murrieta
Attn: Scott Agajanian, Economic Development Director
1 Town Square
Murrieta, CA 92562
Telephone: (951) 461-6021

With a copy to: Aleshire & Wynder, LLP
Attn: Tiffany J. Israel, City Attorney
1 Park Plaza, Suite 1000
Irvine, California 92614
Telephone: (949) 223-1170

If to Payor: Murrieta Hot Springs Resort LP
Attn: Rob Saunders, CFA Managing Partner
39405 Murrieta Hot Springs Rd
Murrieta, CA 92563
Telephone: (951) 290-0887

Each such Notice shall be deemed delivered to the Party to whom it is addressed (i) if personally served or delivered, upon delivery, (ii) if given by email, upon the sender's receipt of an appropriate answerback or other written acknowledgement (iii) if given by fax, upon the sender's receipt of an appropriate answerback or other written acknowledgement, (iv) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (v) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (vi) if given by any other means, upon delivery at the address specified in this Section.

Section 7. Independent Judgment. City shall have control over the manner, mode, and means by which Consultants, its agents, or employees, perform the Services required. City shall have no liability to Payor in any manner whatsoever therefor other than providing the accounting of expenses as provided herein.

Section 8. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 9. Assignment. Payor shall not assign or transfer any interest in this Agreement, nor the performance of its obligations hereunder, without the prior written consent of City. Any attempt of such prohibited assignment or transfer shall be void.

Section 10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 12. Integration; Amendment. This Agreement is the entire, complete, and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Parties. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 13. Corporate Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

Section 14. **Electronic Signatures**. This Agreement may be transmitted and signed by electronic or digital means by either party that such signatures shall have the same force and effect as original signatures in accordance with Government Code section 16.5 and Civil Code section 1633.7.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the day and year written alongside their signature line below.

PAYOR: MURRIETA HOT SPRINGS RESORT LP, a Delaware limited partnership

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: 39405 Murrieta Hot Springs Rd
Murrieta, CA 92563

CITY: CITY OF MURRIETA, a California municipal corporation

By: _____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Tiffany J. Israel, City Attorney

[END OF SIGNATURES]

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 11.

It TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bernard Molloy, Fire Chief

PREPARED BY: Bernard Molloy, Fire Chief

SUBJECT:
Cooperative Agreement for Hazardous Material Services between Murrieta Fire & Rescue and Corona Fire Department

RECOMMENDATION

Approve a Cooperative Agreement with the City of Corona for Hazardous Materials Responses; and

Authorize the City Manager to execute the Cooperative Agreement.

PRIOR ACTION/VOTE

In 2002, Murrieta Fire joined the County of Riverside Fire Mutual Aid Plan. This document provides an outline of shared responses in Riverside County.

On June 6, 2023, the Murrieta City Council approved an automatic aid agreement with Riverside County Fire (5-0).

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

DISCUSSION

Murrieta Fire & Rescue (MFR) is dedicated to providing comprehensive emergency services but currently does not maintain its own Hazardous Materials (Hazmat) Response Team. To ensure robust capabilities for specialized incidents, MFR relies on and actively seeks inter-agency cooperation.

Emergency response in California operates under the California Emergency Services Act and the Master Mutual Aid Agreement, which establishes a tiered system where local jurisdictions first utilize their own resources, then those within their Operational Area (County), and finally State resources like CAL FIRE. Riverside County also has a Fire Mutual Aid Plan, which allows the Riverside County Fire Department to provide Hazmat resources; these are typically dispatched as "Assistance-by-Hire" (ABH), meaning the requesting agency is immediately responsible for associated costs.

To enhance Murrieta's Hazardous Materials response capabilities and provide an additional, more agile option,

MFR has developed a Cooperative Agreement with the City of Corona Fire Department. The City of Corona maintains a Type II State Certified Hazardous Materials Response Team. This agreement allows Murrieta to access Corona's specialized Hazardous Materials team for incidents within MFR’s jurisdiction.

This Cooperative Agreement with Corona Fire Department is a strategic enhancement that augments Murrieta's existing emergency response framework; it does not replace the vital role of CAL FIRE or the broader mutual aid system. Instead, it provides Murrieta with another pre-arranged option for hazardous materials responses. While Corona's response is voluntary and contingent on their availability, the agreement outlines that no payment is required for the first six hours of assistance, after which it reverts to an Assistance-by-Hire model. This arrangement offers a cost-effective and specialized initial response, complementing the larger-scale support available through the state mutual aid system for more extensive or prolonged incidents.

This proactive measure ensures Murrieta has diversified and specialized resources readily available. This Cooperative Agreement is a proactive measure to enhance public safety by ensuring access to specialized hazardous materials response, complementing existing mutual aid frameworks, and formalizing the terms of such critical assistance.

FISCAL IMPACT

Acceptance of this Cooperative Agreement has a potential fiscal impact only in the event that the Corona Fire Department's Hazmat Team responds to an incident within Murrieta's jurisdiction for a duration exceeding six hours. In such cases, the City of Murrieta would be responsible for "Assistance-by-Hire" costs from the time of initial dispatch at Corona Fire Department's adopted hourly rate, plus the cost of disposable supplies and materials.

ATTACHMENTS

1. Cooperative Agreement with the City of Corona for Hazardous Materials Responses

COOPERATIVE AGREEMENT BETWEEN THE
CITY OF MURRIETA AND THE CITY OF CORONA
FOR HAZARDOUS MATERIALS RESPONSES

1. PARTIES AND DATE.

This Cooperative Agreement, made and entered into this 1st day of September, 2025 ("Effective Date"), is by and between the City of Murrieta, a municipal corporation ("Murrieta"), and the City of Corona, a municipal corporation, ("Corona"). Murrieta and Corona are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

2. RECITALS.

WHEREAS, the City of Corona Fire Department ("CFD") maintains a Hazardous Materials Response Team ("Hazmat Team") that serves Corona and surrounding communities;

WHEREAS, the CFD Hazmat Team is Type II State Certified, created to identify and respond to incidents involving various types of hazardous materials through the use of specialized equipment and trained personnel;

WHEREAS, the City of Murrieta Fire Department ("MFD") does not maintain a Hazmat Team;

WHEREAS, it is in the public interest that a cooperative agreement between the MFD and CFD occur through cooperative assistance for incidents of hazardous materials within MFD's jurisdiction;

WHEREAS, the Parties acknowledge and agree that CFD's response to a request for assistance may be delayed or denied pending an existing emergency or other demand on its equipment or personnel within CFD's jurisdiction;

WHEREAS, the Parties are authorized to enter into this Cooperative Agreement pursuant to California Government Code Section 55632; and

WHEREAS, the Parties value intergovernmental relationships and continuously seek to improve response and recovery capabilities following incidents of hazardous materials.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein set forth, the Parties agree as follows:

3. TERMS.

3.1 Hazardous Materials Response. When requested by MFD, the CFD Hazmat Team shall respond with appropriate personnel and equipment to provide assistance with hazardous materials incidents within MFD's jurisdiction, provided that such assistance does not interfere with the CFD Hazmat Team's responsibility and ability to respond to emergencies of any type and hazardous materials within the CFD's jurisdiction.

3.2 Limitations on Response. CFD's obligations hereunder shall be expressly contingent upon its staffing and equipment availability, as well as existing fire conditions in the jurisdictional areas of Corona, as determined by Corona in its sole and absolute discretion. CFD's response within the jurisdictional limits of Murrieta may not interfere with CFD's responsibility or ability to respond to emergencies or other calls within its own jurisdictional area. CFD shall endeavor to notify MFD in advance when it knows that its equipment or personnel will not be available to respond within the jurisdictional limits of MFD.

3.3 Dispatch and On-Scene Services. Each Party shall be responsible for providing, or contracting for the provision of, dispatch services for its own equipment and personnel for all incidents to which it responds under this Agreement. MFD shall direct all incident scene operations and support activities, and shall request any additional assistance from CFD when needed.

3.4 Voluntary Assistance. The operation and implementation of this Cooperative Agreement is voluntary only and shall not create a duty to respond on the part of CFD. CFD shall not be held liable for failing to provide assistance or for the termination of assistance under this Cooperative Agreement.

3.5 Policies and Procedures. The specific details of the services to be provided by CFD under this Cooperative Agreement, as well as the general operational policies and procedures, which may be necessary to effectuate this Cooperative Agreement, shall be as determined by the CFD and MFD Fire Chiefs, or their designees. The Fire Chiefs of the MFD and CFD, or their designees, shall meet annually to discuss and revise, as necessary, such operational policies and procedures under this Cooperative Agreement. Each Party agrees to work closely with each other in the performance of this Cooperative Agreement, to be available to each other at all reasonable times and to take all further actions necessary and reasonable to implement the full intent of this Cooperative Agreement.

3.6 Insurance.

3.6.1 Workers' Compensation. Corona and Murrieta shall each maintain Workers' Compensation Insurance or self-insurance for their own employees without cost to the other Party. In the event that an employee of either Party pursues a workers' compensation claim for an incident which occurred while responding in the jurisdictional limits of MFD pursuant to this Cooperative Agreement, the Parties understand, acknowledge and agree that the Party employing such employee shall be responsible

and liable to process, defend and/or pay the claim as necessary. Each Party shall defend, indemnify and hold harmless, pursuant to Section 3.10 below, the other Party with respect to workers' compensation claims filed by their own employees.

3.6.2 Additional Insurance. Each Party shall provide its own insurance or self-insurance for its own apparatus, equipment and employees, including general liability insurance and automobile insurance.

3.7 Independent Contractor Status. Corona and Murrieta shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under this Cooperative Agreement, as well as that which may be required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, benefits and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of the other for any purpose. Each Party shall be responsible for their respective costs incurred from operating, maintaining, and repairing the equipment used and any related performance under this Cooperative Agreement.

3.8 Representatives. Corona and Murrieta hereby designate their respective Fire Chiefs, or their designees, to act as their representatives for the performance of this Cooperative Agreement. Each representative shall have the power to act on behalf of their respective Party for all purposes under this Cooperative Agreement.

3.9 Compensation. No payment shall be made to CFD as compensation for assistance provided under this Cooperative Agreement for the first six (6) hours, commencing at the time of initial dispatch, of CFD Hazmat Team's response time to a hazardous materials incident in MFD's jurisdiction. If CFD's Hazmat Team provides over six (6) hours of assistance to a hazardous materials incident in MFD's jurisdiction, then the request shall revert to assistance-by-hire (ABH) from the time of initial dispatch at the annual adopted rate per hour of CFD's Hazmat Team plus disposable supplies and materials used during the response.

3.10 Indemnification. Pursuant to California Government Code Section 895 et seq., each Party agrees to defend, indemnify, and hold harmless the other Party, their elected officials, employees, contractors, volunteers and agents from any claims, demands, causes of action, costs, expenses, losses, damages, injuries and liabilities, including wrongful death and attorney's fees, arising from each Party's performance of this Cooperative Agreement, except to the extent such liability is caused by the negligence or willful misconduct of the other Party.

3.11 Entire Agreement. This Cooperative Agreement and any other documents incorporated herein by specific reference set forth the entire and integrated agreement between the Parties. This Cooperative Agreement supersedes all prior oral and written

negotiations, representations, agreements, and dealings.

3.12 Amendments. This Cooperative Agreement shall not be amended nor modified, except by the written consent of both Parties. No provision or breach hereof shall be waived, except by the written consent of both Parties.

3.13 Assignment. Neither Party shall transfer, assign, or convey this Cooperative Agreement or any duties or obligations under this Cooperative Agreement without the prior written consent of the other Party.

3.14 Third Party Rights. The Parties do not intend to create rights in or grant remedies to any third party as a beneficiary to this Cooperative Agreement, or as a result of any duty, covenant, obligation, or undertaking established herein.

3.15 Governing Law. This Cooperative Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of California. Any action relating to this Agreement, whether in law or equity, shall be filed in the Superior Court of Riverside County.

3.16 Counterparts. This Cooperative Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall constitute one and the same instrument.

3.17 Authority to Enter Agreement. The person or persons executing this Cooperative Agreement on behalf of each Party warrants and represents that he/she has the authority to execute and deliver this Cooperative Agreement on behalf of said Party and has the authority to bind the said Party to the provisions of this Cooperative Agreement. This Cooperative Agreement shall be binding upon heirs, executors, administrators, successors, and assigned of Parties.

3.18 Term. This Cooperative Agreement shall commence upon the Effective Date and shall continue for three (3) years, unless terminated by either Party by giving thirty (30) days' notice, in writing, to the other Party.

3.19 Notices. Any notice permitted or required to be provided pursuant to this Cooperative Agreement shall be sent to the following address, or such other address as each Party ay provide in writing for this purpose:

MURRIETA

Attn: Fire Chief
41825 Juniper Street
Murrieta, CA. 92562
bmolloy@murrietaca.gov

CORONA

Attn: Fire Chief
735 Public Safety Way, St. 201
Corona, CA 92882
brian.young@coronaca.gov

3.20 Attorneys Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Cooperative Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

[SIGNATURES ON FOLLOWING PAGE]

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

MURRIETA: CITY OF MURRIETA

_____
Justin Clifton, City Manager

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany Israel, City Attorney

CORONA: CITY OF CORONA

_____
Brian Young, Fire Chief

_____
Sylvia Edwards, City Clerk

APPROVED AS TO FORM:

_____
Dean Derleth, City Attorney

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 12.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Cynthia Rockwell, Purchasing and Contracts Coordinator

SUBJECT: Agreement with J.P. Morgan for General Banking and Procurement Card Services

RECOMMENDATION

Approve a five year agreement for general banking and procurement card services provided by JPMorgan Chase Bank, N.A., with the option of two (2) one-year extensions; and

Authorize the City Manager to execute the agreement and all other necessary documents to implement banking products and services.

PRIOR ACTION/VOTE

On September 6, 2016, the City Council approved Resolution No. 16-3615, approving a five-year agreement with Wells Fargo (Vote: 5-0).

CITY COUNCIL GOAL

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

BACKGROUND

On October 28, 2015, staff issued a formal Request for Proposal for banking services and received two (2) proposals. After evaluating those proposals, Wells Fargo was chosen as the most qualified firm to handle the City of Murrieta's (City) general banking needs.

On September 6, 2016, the City Council approved Resolution No. 16-3615, approving a five year agreement with Wells Fargo. Two (2) amendments extended the term of the Wells Fargo agreement. The first amendment extended the term period from 2021 through 2023. The second amendment extended the term period from 2023 through 2025, which is set to terminate on September 5, 2025.

On February 4, 2025, a formal Request for Proposal (RFP) was published by the City's Finance Department

for a General Banking, Merchant Services, and Purchasing Card Program. The City received six proposals in response to the RFP. The six firms that responded are listed below, in alphabetical order:

1. HCN
2. JP Morgan Chase Bank, N.A., (J.P. Morgan)
3. Pacific Premier Bank
4. PNC
5. US Bank
6. Wells Fargo

The proposals were evaluated by a selection committee, comprised of the City's Director of Finance, Finance Manager, Accounting Supervisor, and Purchasing and Contracts Coordinator. The proposals were evaluated based on the following criteria, and scored as follows:

- Proper submission and completeness of proposal;
- Demonstrated understanding of the requested services;
- Overall capabilities to perform the required services;
- Demonstrated experience;
- Cost-effectiveness of the fees charged; and
- Favorable reference checks.

In-person and virtual demonstrations were conducted with the four highest-ranking firms. As part of the evaluation process, following proposal submission, demonstrations, and initial evaluations, the selection committee requested the top three firms to submit their best and final offers. These focused on key areas such as the purchasing card program, account analysis (armored services inclusion), pricing, sweep account interest rate, and other products aimed at enhancing service quality and cost efficiency.

After a comprehensive evaluation of the proposals, demonstrations, and final and best offer, J.P. Morgan was identified as the most responsive and most qualified firm to provide banking services to the City. J.P. Morgan is one of the world's largest providers of cash management services, serving over 2,100 public sector agencies. The online banking services, reporting capabilities, and procurement card program provided by J.P. Morgan will be a substantial upgrade to the City's current processes and services, creating increased efficiency and continuity. In addition to these solutions, J.P. Morgan has demonstrated their commitment to delivering a high level of customer service and further innovation in the City's banking and cash management operations.

While J.P. Morgan did not submit the lowest-priced proposal, it scored the highest during evaluations conducted by the selection committee. Staff recognizes J.P. Morgan as possessing the most robust and beneficial services and platforms that best align with the City's primary objectives of fiscal sustainability, efficiency, and transparency.

Purchasing Card Program

All proposals were evaluated with a focus on the purchasing card program and its supporting platform. The City uses a purchasing card program for small-dollar purchases. The current process is hybrid, with limited online capabilities and a manual process. Currently, two financial institutions issue credit cards to City employees and virtual cards for utility payments.

Following completion of the general banking services transition, the Finance Department plans to consolidate these programs into a single commercial card solution and platform to strengthen financial controls and reduce administrative workload. J.P. Morgan's purchasing card solution offers a significant improvement by automating the approval and reconciliation of credit card transactions through its online platform. Employees

can upload receipts and assign expense account codes electronically using either a desktop interface or mobile app.

Merchant Services

All proposals were evaluated based on the Merchant Services they offered. Staff felt that Wells Fargo's services met the City's needs and provided staff from multiple departments with the highest level of functionality from their equipment and back-end support. Staff is working with Wells Fargo to maintain those services under a new or amended agreement. As such, Merchant Services are not included in the J.P. Morgan agreement.

The term of the Wells Fargo Agreement will expire prior to the implementation of the new banking services. Staff intends to work with Wells Fargo to enter into a short-term agreement for continued banking services or pay on a monthly basis until we complete the implementation.

Staff is proposing a five year agreement with J.P. Morgan, with the option of two (2) one-year extensions, for general banking and procurement card services.

FISCAL IMPACT

The banking services outlined in this RFP are projected to cost approximately $8,400 annually, totaling around $42,000 over five years. As part of J.P. Morgan's final and best offer, their proposal includes a $8,000 fee waiver, reducing the net five year cost to approximately $34,000. Additionally, the proposal includes transition and implementation credits of $6,000 and $1,000, respectively, helping to offset any one-time costs.

The City currently pays approximately $18,500 annually for general banking services with Wells Fargo. By using J.P. Morgan for these services, the City will be saving approximately $10,100 annually. Funding is available in the Fiscal Year 2025/26 and Fiscal Year 2026/27 operating budgets for general banking services, and a budget request will be included in future biennial budgets for the remaining years of the agreement.

ATTACHMENTS

1. Banking Service Agreement
2. Proposal
3. Proposal Addendum

BANKING SERVICES AGREEMENT
(Treasury Services)

This Banking Services Agreement is effective as of _____ ____, 2025 (the "Effective Date"), and is entered into by and between **City of Murrieta, California** (the "Customer")**,** and **JPMorgan Chase Bank, N.A.** (the "Bank").

Recitals

WHEREAS, the Customer issued a Request for Proposal (Banking Services and Merchant Services), dated February 4, 2025, as supplemented and/or amended, relating to the provision of certain banking and related services as described therein (the "RFP").

WHEREAS, the Bank's proposal dated March 21, 2025 was submitted in response to the RFP (the "Response").

WHEREAS, the Customer reviewed the Response and accordingly awarded the performance of certain services described in the RFP and Response, or certain services supplemental to or in addition to services described therein ("Services") to the Bank as authorized by the Customer.

WHEREAS, the Customer and the Bank desire to enter into this Agreement under which the Bank will provide the Services and establish and maintain certain depository accounts for the Customer.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. The Bank agrees to perform the Services described in the RFP and Response, incorporated herein by reference, for the Customer, directly or through its subsidiaries or affiliates, at the prices as mutually agreed, with such pricing terms attached hereto as **Exhibit A**. The Bank may provide additional products or services to the Customer at such cost as may be mutually agreed.

2. Description of the Agreement. The "Agreement", which contains the terms and conditions and respective obligations of the parties with respect to the Services, is comprised of the following documents: this banking services agreement (the "Main Agreement"); and the following documents attached hereto: **Exhibit A**: the Comprehensive Pricing Sheet, **Exhibit B**: Bank's Best and Final Terms, and **Exhibit C**: the Account Terms, applicable Service Terms and related Bank documentation and such supplements, amendments, and additional terms as may be provided from time to time ("Account Documentation"). In the event of any inconsistencies between the terms in this Main Agreement and the Exhibits, the terms of this Main Agreement shall control.

3. Term of the Agreement. This Agreement shall commence as of the Effective Date and continue for an initial five (5) years term ("Initial Term") through _____, 2030, with an option to renew for up to two (2) additional one (1) year periods ("Renewal Terms"), unless earlier terminated by the parties pursuant to Section 4, with such Renewal Term subject to changes to pricing and other terms and conditions as mutually agreed by Customer and Bank in writing. In the event a successor Agreement is not executed by the parties by the end of the Renewal Term and the Bank continues providing Services to the Customer, the term of this Agreement shall extend on a month-to-month basis.

4. Termination. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party. Bank also may, by written notice, terminate this Agreement in whole if (a) Customer defaults in payment, in the aggregate, of sums due and payable to the Bank under this Agreement or (b) any action or inaction by Customer under this Agreement or otherwise directly and materially prevents Bank from performing a material part of its obligations under this Agreement; and such default, action or inaction has not been not cured after notice of such default, action or inaction has been given by the Bank to Customer. The Bank

also may, by written notice to Customer, immediately terminate this Agreement in whole if such termination is required, directly or indirectly, by any law, regulation, order, judgment, degree, injunction, or other legal requirement or process binding upon the Bank.

5. Miscellaneous.

   a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement of the parties hereto and supersedes any prior understanding or agreement between the parties respecting the within subject matter.
   b. Neither party shall be deemed to have waived any right or remedies under this Agreement unless such waiver is in writing and signed by the waiving party. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies.
   c. This Main Agreement may be amended only as otherwise provided by its terms, or upon mutual agreement of the parties as made in writing duly executed by the persons designated by each party.
   d. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the parties.
   e. Each party to this Agreement represents and warrants to the other party that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
   f. Each party to this Agreement further represents and warrants that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and the execution and performance of this Agreement does not breach any agreement of such party with any third party; does not violate any law, rule or regulation; is within its organizational powers; and has been duly authorized by all necessary action of such party.
   g. Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, advisor, fiduciary, or of partnership or of joint venture between the parties, it being understood and agreed that nothing contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of independent contractors.
   h. This Main Agreement and the rights and obligations of the parties hereunder, shall be construed and interpreted in accordance with applicable federal law and the laws of the State of California, without regard to its conflicts of laws principles. The Customer and the Bank consent to a court of competent jurisdiction located in California in connection with a dispute arising hereunder.
   i. This Main Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The parties agree electronic, portable document format (PDF), and digital signatures are the same as handwritten signatures for purposes of validity, enforceability and admissibility.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Main Agreement to be executed by their respective authorized officers as of the Effective Date.

City of Murrieta, a California municipal corporation

By: _____

Name: Justin Clifton

Title: City Manager

JPMorgan Chase Bank, N.A.

By: _____

Name: Veronica Villasenor

Title: Authorized Officer

ATTEST:

_____
Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Tiffany Israel, City Attorney
Date:

Attached Exhibits:

Exhibit A – Comprehensive Pricing Sheet

Exhibit B – Bank's Best and Final Terms

Exhibit C – Bank's Account Documentation

EXHIBIT A

COMPREHENSIVE PRICING SHEET

J.P.Morgan

Pro Forma Analysis

May 2025

Customer: City of Murrieta **ECR Rate: 2.9200%**

Service Analysis *

Service Description	Number of Units	Unit Price	Charge For Service	Balance Required
ACCOUNT SERVICES				
DAILY OVERDRAFT OCCURRENCE FEE	0	$50.0000	$0.00	$0.00
ACCOUNT MAINTENANCE	2	$5.0000	$10.00	$4,166.67
ACCT MAINT-INT	0	$5.0000	$0.00	$0.00
ACCT MAINT-LIQ MGMT	0	$100.0000	$0.00	$0.00
CHECK IMAGE REQUEST	10	$1.2500	$12.50	$5,208.33
CHECK IMAGES RETRIEVED	0	$0.0500	$0.00	$0.00
CREDIT POSTED- ELECTRONIC	275	$0.0500	$13.75	$5,729.17
DEBIT POSTED - ELECTRONIC	101	$0.0500	$5.05	$2,104.17
Subtotal			$41.30	$17,208.33
AUTOMATED CLEARING HOUSE				
REMOTE DEPOSIT ACH ITEM	0	$0.0900	$0.00	$0.00
REMOTE DEPOSIT ACH MAINT	0	$20.0000	$0.00	$0.00
TRANS REVIEW MAINTENANCE	2	$5.0000	$10.00	$4,166.67
TRANS REVIEW REJECT - MANUAL	0	$10.0000	$0.00	$0.00
ACH MAINTENANCE	1	$5.0000	$5.00	$2,083.33
CREDIT ORIGINATED	0	$0.0100	$0.00	$0.00
DEBIT ORIGINATED	0	$0.0100	$0.00	$0.00
DELETION / REVERSAL - MANUAL	0	$5.0000	$0.00	$0.00
CREDIT RECEIVED	78	$0.0200	$1.56	$650.00
DEBIT RECEIVED	78	$0.0200	$1.56	$650.00
RETURN ITEM	0	$1.0000	$0.00	$0.00
NOTIFICATION OF CHANGE	4	$1.0000	$4.00	$1,666.67
RETURN NOTIFICATION - ONLINE	0	$1.0000	$0.00	$0.00
NOTIF OF CHANGE - ONLINE	4	$1.0000	$4.00	$1,666.67
RETURN ITEM REDEPOSIT	0	$1.0000	$0.00	$0.00
CREDIT ORIGINATED - JPM ACCESS	2,455	$0.0200	$49.10	$20,458.33

* Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

** Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

Service Analysis *

	Service Description	Number of Units	Unit Price	Charge For Service	Balance Required
	DEBIT ORIGINATED - JPM ACCESS	145	$0.0200	$2.90	$1,208.33
	JPM ACCESS ACH MAINTENANCE	0	$5.0000	$0.00	$0.00
	DELETION / REVERSAL - ELEC	0	$1.0000	$0.00	$0.00
	ACH BATCH/FILE PROCESSED	0	$16.0000	$0.00	$0.00
	ADDENDA RECORD ORIGINATED	69	$0.0100	$0.69	$287.50
	NOTIF OF CHANGE - EMAIL	180	$0.2500	$45.00	$18,750.00
	RETURN NOTIFICATION - EMAIL	220	$0.2500	$55.00	$22,916.67
	NOTIF OF CHANGE - TRANSM	0	$1.0000	$0.00	$0.00
	RETURN NOTIFICATION - TRANSM	0	$1.0000	$0.00	$0.00
	TRANSACTION BLOCK MAINTENANCE	0	$5.0000	$0.00	$0.00
	ACH TRANS BLOCK AUTHORIZED ID	0	$0.5000	$0.00	$0.00
	DAILY RETURN SUMMARY REPORT	0	$5.0000	$0.00	$0.00
	ACH POSITIVE PAY EXCEPTION	0	$0.5500	$0.00	$0.00
	ACH ORIGINATED SAME DAY CREDIT	0	$0.0300	$0.00	$0.00
	ACH ORIGINATED SAME DAY DEBIT	3	$0.0300	$0.09	$37.50
	ACH ONLINE SAME DAY CREDIT	0	$0.0500	$0.00	$0.00
	ACH ONLINE SAME DAY DEBIT	0	$0.0500	$0.00	$0.00
	Subtotal			$178.90	$74,541.67
	BAI/SWIFT/ISO REPORTING				
**	DT FILE IMPLEMENTATION FEE	0	$1,000.0000	$0.00	$0.00
	H2H FILES TRANSMITTED OVER 67	0	$0.0000	$0.00	$0.00
	H2H FILES TRANSMIT OVER 500KB	0	$5.0000	$0.00	$0.00
	H2H ACCOUNTS REPORTED	0	$5.0000	$0.00	$0.00
	H2H CHECK ITEMS REPORTED	0	$0.0500	$0.00	$0.00
	H2H TRANS DETAIL REPORTED	0	$0.1500	$0.00	$0.00
	H2H NON-CHECK ITEMS REPORTED	0	$0.1500	$0.00	$0.00
	Subtotal			$0.00	$0.00
	BANKING CENTER SERVICES				
	BRANCH CREDITS POSTED	10	$1.5000	$15.00	$6,250.00
	BRANCH DEPOSIT-BAGGED COIN	0	$7.5000	$0.00	$0.00
	BRANCH ORDER - COIN ROLL	0	$0.1000	$0.00	$0.00
	BRANCH ORDER CURRENCY STRAP	0	$0.2500	$0.00	$0.00
	BRANCH DEPOSIT IN NON STD BAG	0	$2.0000	$0.00	$0.00

* Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

** Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

Service Analysis *

Service Description	Number of Units	Unit Price	Charge For Service	Balance Required
BRANCH ORDER PROCESSED	0	$1.5000	$0.00	$0.00
NIGHT DROP CASH VERIFICATION	0	$0.0030	$0.00	$0.00
TELLER LINE CASH VERIFICATION	0	$0.0010	$0.00	$0.00
Subtotal			$15.00	$6,250.00
DEPOSITORY SERVICES				
CHECK DEPOSITED-ON US	0	$0.0500	$0.00	$0.00
CHECK DEPOSITED-TRANSIT	85	$0.0700	$5.95	$2,479.17
REMOTE DEPOSIT CAPTURE ITEM	160	$0.0500	$8.00	$3,333.33
REMOTE DEPOSIT CAPTURE MAINT	1	$5.0000	$5.00	$2,083.33
CREDITS POSTED	28	$0.7500	$21.00	$8,750.00
RETURN ITEM	2	$2.0000	$4.00	$1,666.67
RETURN ITEM REDEPOSIT	0	$1.5000	$0.00	$0.00
Subtotal			$43.95	$18,312.50
DISBURSEMENT SERVICES				
STOP PAYMENT - MANUAL	2	$10.0000	$20.00	$8,333.33
RANGE STOP PAYMENT-ELECTRONIC	0	$5.0000	$0.00	$0.00
STOP PAYMENT AUTOMATIC RENEWAL	1	$1.0000	$1.00	$416.67
CHECK / DEBIT POSTED	453	$0.0350	$15.86	$6,608.33
IMAGE TRANSMISSION PER ITEM	19	$0.0100	$0.19	$79.17
IMAGE TRANSMISSION PER TRANS	0	$5.0000	$0.00	$0.00
IMAGE STORAGE PER ITEM	9	$0.0350	$0.32	$133.33
CHECK INQUIRY MAINTENANCE	0	$5.0000	$0.00	$0.00
IMAGING MAINTENANCE	0	$0.0000	$0.00	$0.00
EXCEPTION NOTIFICATION - ACCT	0	$10.0000	$0.00	$0.00
STOP PAYMENT - ELECTRONIC	1	$5.0000	$5.00	$2,083.33
DATA DOWNLOAD	0	$20.0000	$0.00	$0.00
ISSUE INPUT UPLOAD	0	$1.0000	$0.00	$0.00
IMAGE RETRIEVAL PER RETRIEVE	0	$3.0000	$0.00	$0.00
RETURN ITEMS	0	$0.7500	$0.00	$0.00
Subtotal			$42.37	$17,654.17
INT REC & PAY - REPORT				
RECEIVABLES MAINT - ONLINE	1	$5.0000	$5.00	$2,083.33

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** Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

Service Analysis *

Service Description	Number of Units	Unit Price	Charge For Service	Balance Required
Subtotal			$5.00	$2,083.33
JPMORGAN ACCESS				
MONTHLY SERVICE	1	$5.0000	$5.00	$2,083.33
ACCOUNTS REPORTED	2	$5.0000	$10.00	$4,166.67
TRANSACTIONS REPORTED - 45 DAY	2	$0.0100	$0.02	$8.33
TRANSACTIONS REPORTED - 90 DAY	2,000	$0.0100	$20.00	$8,333.33
TRANSACTIONS REPORTED - 1 YEAR	0	$0.2000	$0.00	$0.00
TRANSACTIONS REPORTED - 2 YEAR	0	$0.3000	$0.00	$0.00
EXTENDED TRANSACTION DETAIL	0	$0.0000	$0.00	$0.00
REPORTING EMAIL DELIVERY	100	$0.0000	$0.00	
	100	$1.0000	$100.00	
	Flat	$50.0000	$50.00	
	200		$150.00	$62,500.00
Subtotal			$185.02	$77,091.67
LIQUIDITY SERVICES				
GLASS IN-CNTRY SWEEP MASTER	1	$5.0000	$5.00	$2,083.33
GLASS IN-CNTRY SWEEP PARTICIP	0	$5.0000	$0.00	$0.00
Subtotal			$5.00	$2,083.33
RECONCILIATION SERVICES				
FULL RECONCILEMENT - PER ITEM	146	$0.0550	$8.03	$3,345.83
FULL RECONCILEMENT - MAINT	2	$5.0000	$10.00	$4,166.67
PAYEE NAME VERIFICATION	453	$0.0020	$0.91	$379.17
POSITIVE PAY MAINTENANCE	2	$0.0000	$0.00	$0.00
EXCEPTION ITEM	2	$0.7500	$1.50	$625.00
ISSUE INPUT FILE WITH RECON	0	$3.0000	$0.00	$0.00
CHECK EXCEPTION RETURN	4	$5.0000	$20.00	$8,333.33
PENDING POSITIVE PAY EXCEPTION	0	$0.0000	$0.00	$0.00
OUTPUT FILE	0	$5.0000	$0.00	$0.00
EXCESSIVE ARP REJECTS	0	$2.0000	$0.00	$0.00
DATA ENTRY - MANUAL	0	$3.0000	$0.00	$0.00
IMAGE CAPTURE PER ITEM	19	$0.0500	$0.95	$395.83
Subtotal			$41.39	$17,245.83

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** Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

Service Analysis *

Service Description	Number of Units	Unit Price	Charge For Service	Balance Required
VAULT SERVICES				
VAULT DEPOSIT	35	$2.0000	$70.00	$29,166.67
VAULT DEPOSIT PER $1,000	3	$0.7500	$2.25	$937.50
VAULT MAINTENANCE	0	$0.0000	$0.00	$0.00
VAULT DEPOSIT ROLLED COIN	0	$0.2000	$0.00	$0.00
VAULT ORDER COIN ROLLS	0	$0.1500	$0.00	$0.00
VAULT ORDER - COIN ROLL BOX	0	$0.1200	$0.00	$0.00
VAULT ORDER COIN BAG LOOSE	0	$3.7500	$0.00	$0.00
VAULT STANDARD ORDERS	0	$5.0000	$0.00	$0.00
VAULT ORDER CURRENCY STD STRAP	0	$0.4000	$0.00	$0.00
VAULT EXPEDITED SPECIAL ORDERS	0	$30.0000	$0.00	$0.00
VAULT ORDER CURR NON STD STRAP	0	$0.0250	$0.00	$0.00
VAULT DEP PARTIAL OR MIXED BAG	0	$7.5000	$0.00	$0.00
VAULT DEPOSIT STD COIN BAG	0	$2.5000	$0.00	$0.00
VAULT DEPOSIT ADJUSTMENT	0	$8.0000	$0.00	$0.00
Subtotal			$72.25	$30,104.17
WIRE - U.S.				
ELECTRONIC BOOK DEBIT S/T	0	$2.0000	$0.00	$0.00
ELECTRONIC BOOK DEBIT REPAIR	0	$7.0000	$0.00	$0.00
ELECTRONIC FED DEBIT S/T	5	$2.0000	$10.00	$4,166.67
ELECTRONIC FED DEBIT REPAIR	0	$7.0000	$0.00	$0.00
ELECTRONIC CHIP DEBIT S/T	0	$5.0000	$0.00	$0.00
ELECTRONIC CHIP DEBIT REPAIR	0	$7.0000	$0.00	$0.00
BOOK CREDIT	0	$2.0000	$0.00	$0.00
FED CREDIT S/T	2	$5.0000	$10.00	$4,166.67
FED CREDIT REPAIR	0	$7.0000	$0.00	$0.00
CHIPS CREDIT S/T	0	$5.0000	$0.00	$0.00
CHIPS CREDIT REPAIR	0	$7.0000	$0.00	$0.00
Subtotal			$20.00	$8,333.33
Total Charge For Services			**$650.18**	**$270,908.33**

* Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

** Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

EXHIBIT B

BANK'S BEST AND FINAL TERMS

RFP for Banking & Merchant Services

Proposal Addendum for City of Murrieta

June 25, 2025

Cynthia Rockwell
Purchasing & Contracts Coordinator
1 Town Square
Murrieta, CA 92562

Dear Cynthia:

On behalf of JPMorgan Chase Bank, N.A., (J.P. Morgan), thank you for the opportunity to present our response to the City of Murrieta's (the City's) Request for Proposal (RFP) for Banking and Merchant Services on March 10,2025. It has been our distinct privilege and pleasure to engage in conversation with the City over the last several months to refine our proposal in a Best and Final Offer (BAFO) process.

We offer the following as clarifications/updates to the original terms of our proposal dated 3/10/25:

1) Purchase card rebates in alignment with the grid on p. 268 of RFP response. Additional rebate can be earned by either paying faster (up to +14 bps additional) and/or implementing JPMorgan's virtual card solution. Our virtual card solution is a leader in the market and on average, we grow program spend of +189% versus other banks. In short, we would be happy to help the City drive spend adoption resulting in increased rebate revenue.

2) Ability for armored car fees to be included in account analysis.

3) Adjustment of the contract term from 3 years with 2, 1-year extensions, to 5 years with 2, 1-year extensions

4) Expansion of the account analysis fee waiver from 9 months or $6,000 (whichever comes first) to 12 months valued at $8,000 (whichever comes first)

5) Revision of the Hybrid DDA interest offered to the City to:

    a. 3.85% on balances of $110M or greater

    b. 3.75% on balances over $75M

    c. 3.50% on balances below $75M

    As discussed, our goal would be to maintain a dialogue so that we are aligned with the City's plans in terms of liquidity management. Similarly, the bank manages its rates actively and the above rate offerings are subject to adjustment based on market conditions. While consistency is our goal, our approach is to assess trends over time and adjust accordingly in the context of an open dialogue with the City.

6) In addition to the City's Banking Services Bid Form included in Exhibit A of our RFP response, we had included a Pricing Proforma in Appendix 3 which included pricing for some elements that could not be included in the Bid Form. We have attached an updated proforma that excludes the cost to insure the balances ("Balance Based Charges" on page 3 of the proforma in the amount of $11,753.42). The City

still will be paying this pass-through cost to insure deposits, however this cost (approximately 13 basis points) was already deducted from the Earnings Credit Rate (ECR) we originally offered of 2.92%. In other words, our ECR offering is essentially 3.05% but is 2.92% minus that cost. Hopefully this should make it easier to compare total monthly banking fees across bank proposals. JPMorgan's estimated monthly banking fees based on volumes provided are approximately $700.

We stand ready to answer any questions or provide any additional clarifying information needed. Please do not hesitate to contact me should the need arise.

Sincerely,

Veronica Villasenor

Relationship Manager
(858) 284-5810
veronica.villasenor@jpmorgan.com

EXHIBIT C

BANK'S ACCOUNT DOCUMENTATION

ACCOUNT TERMS

V1.7_02_03_21

INTRODUCTION

This document, as amended or supplemented by account addenda for each country in which the Accounts are held, (collectively, the "Account Terms") contains the general terms, conditions and disclosures for the Accounts and Services selected by the Customer and constitutes an agreement between the Bank and the Customer and supersedes all previous drafts, discussions and negotiations, whether oral or written, between them in connection with the opening of Accounts and receipt of Services.

References to the "Bank" shall mean **JPMorgan Chase Bank, N.A.**, and any of its affiliates. References to the "Customer" shall mean the entity to which the Bank, as an independent contractor, provides Accounts and Services. All accounts subject to the Account Terms are, regardless of their location, referred to as "Accounts". References to "Services" shall mean services offered by the Bank and subject to the Account Terms and any applicable Service Terms. References to "Service Terms" shall mean any terms and conditions regarding specific types of Accounts or Services that are subject to the Account Terms. Use of a Service constitutes acceptance of the relevant Service Terms. In addition to the Account Terms and Service Terms, the Accounts are subject to other Account-related documentation, including signature cards and application forms (the "Account Documentation").

The Customer shall not transfer any of its rights and obligations in an Account or with respect to a Service, or create any form of security interest over such rights and obligations in an Account, without the prior written consent of the Bank. Failure to obtain the Bank's prior written consent constitutes a breach of these Account Terms by the Customer and may result in immediate closure of Accounts or termination of Services.

The Account Terms, Account Documentation and Service Terms may vary applicable law to the maximum extent permitted under any such law. Any provision of applicable law that cannot be varied shall supersede any conflicting term of the Account Terms, Account Documentation or Service Terms.

The Account Terms may be supplemented or amended as set forth in Section 17.6 (*Amendments; Supplement; Waivers*) herein.

1. Authorized Persons.

1.1 Authorized Persons. The Bank is authorized to rely on any document or designation that identifies a person authorized to act on behalf of the Customer ("Authorized Person") with respect to the Accounts and Services, until the authority for such Authorized Person is withdrawn by the Customer upon written notice to the Bank, and the Bank has had a reasonable opportunity to act on such notice. The Customer will provide a specimen signature for Authorized Persons in the manner requested by the Bank.

1.2 Authorizations. Each Authorized Person is independent of the Bank and, subject to any written limitation provided by the Customer and received and accepted by the Bank, is authorized on behalf of the Customer to: open, operate and close Accounts; overdraw Accounts as permitted by the Bank; appoint and remove Authorized Persons; execute or otherwise agree to any form of agreement relating to the Accounts or Services, including Account Documentation; execute guarantees, indemnities or other undertakings to the Bank in relation to guarantees, letters of credit or other financial transactions, or in relation to missing documents; draw, accept, endorse or discount checks, drafts, bills of exchange, notes and other financial instruments ("Items"); receive materials related to security procedures; and give instructions ("Instructions"), including requests and payment orders, by means other than the signing of an Item, with respect to any Account transaction. Without limitation, such Instructions may direct: (i) the payment, transfer or withdrawal of funds; (ii) the disposition of money, credits, items or property at any time held by the Bank for account of the Customer; (iii) the provision of access as described in Section 1.4 (*Third Party Access*) and Section 2.1 (*Third Party Instructions*) below; (iv) the provision of information regarding the Accounts; (v) any other transaction of the Customer with the Bank; or (vi) the amendment or cancellation of any prior Instruction.

1.3 Facsimile Signatures. If the Customer provides the Bank with facsimile signature specimens, or if the Customer issues Items with a facsimile signature on one or more occasions, the Bank is authorized to pay Items signed by facsimile signature (including computer generated signatures) if the actual or purported facsimile signature, regardless of how or by whom affixed, resembles the specimens filed with the Bank by the Customer, or resembles a specimen facsimile signature otherwise employed for the Customer's benefit.

1.4 Third Party Access. The Customer may request that the Bank permit a third party to have access to an Account by submitting an access request in a form acceptable to the Bank (an "Access Request", and the third party designated in such form will be referred to as a "Third Party"). Each Third Party is authorized by the Customer to issue Instructions to the Bank in relation to an Account, including to initiate payments and transfers against an Account, and to access and receive balance and transaction information (including account statements, information reporting and transaction advices) by any method of communication, including the Bank's electronic channels, facsimile transmission, in writing, by telephone and SWIFT message, and the Bank is authorized to act on such Instructions and provide such access as described in this Section and Section 2.1 (*Third Party Instructions*) below. Subject to the Third Party's completion of documentation required by the Bank, the Bank is authorized to act upon any Instructions issued in the name of any authorized person of the Third Party who has been nominated by the Third Party in a form acceptable to the Bank, and such authorized person shall be deemed an Authorized Person with respect to the provisions of these Account Terms relating to the use of the Accounts and the giving of Instructions with respect to the Accounts. The Customer may revoke an Access Request at any time by giving the Bank written notice of such revocation; such revocation shall be effective when the Bank has received such notice and has had a reasonable opportunity to act upon it.

2. Security Procedures; Confirmations.

2.1 Security Procedures Generally. When issuing Instructions, the Customer is required to follow the Bank's security procedures as communicated to the Customer by the Bank from time to time, including the procedures set forth herein, and shall be bound by such security procedures for use

of the Service. Upon receipt of an Instruction, the Bank will use the security procedures to verify that the Instruction is effective as that of the Customer. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures or similar security devices. It is understood that the purpose of the security procedure is to verify the authenticity of, and not to detect errors in, Instructions. The Customer shall safeguard the security procedure and make it available only to persons that it has authorized. Any Instruction, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized.

Security Procedure for Verbal or Written Instructions. Unless the Customer and the Bank have agreed in writing to an alternate security procedure, the Bank may verify the authenticity of verbal or written (including those transmitted by facsimile) funds transfer Instructions by telephonic call-back to an Authorized Person. The Customer agrees that this security procedure is commercially reasonable for such Instructions.

Security Procedure for Instructions Received through Electronic Channels. If the Bank receives an Instruction in the name of the Customer by means of any of Bank's electronic channels, the Customer's SWIFT BIC codes, or other electronic channels through which the Bank has notified Customer that it will accept Instructions, then Bank may rely on authentication procedures established by such electronic channels as the security procedure. Any such Instruction shall be deemed to have been given by an Authorized Person and shall be effective as that of the Customer, whether or not authorized. By using an electronic channel to provide Instructions to the Bank, the Customer agrees that this security procedure is commercially reasonable for such Instructions.

Security Procedure for Third Party Instructions. The security procedures applicable to Instructions from any Third Party shall be those security procedures established by the Bank with the Third Party. Any Instruction that the Bank receives from the Third Party, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized, and shall be deemed an Instruction given on behalf of the Customer for all purposes of these Account Terms. The Bank is authorized to act upon any Instructions received via any of the SWIFT BIC codes specified in an Access Request whether or not such SWIFT BIC codes are associated with the Customer or the Third Party.

2.2 Confirmations. If the Customer, other than with respect to security procedures, chooses to confirm an Instruction, any confirmation must be clearly marked as a confirmation, and, if there is any discrepancy between an Instruction and a confirmation, the terms of the Instruction shall prevail. Subject to Section 2.1 (*Security Procedure for Verbal or Written Instructions*), the Bank may, at its option, confirm or clarify any request or Instruction using any means, even if a security procedure appears to have been followed. If the Bank is not satisfied with any confirmation or clarification, it may decline to honor the Instruction.

3. Deposits.

3.1 Processing Incoming Items. All Items deposited or cashed are received for collection only and are subject to receipt of final payment. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and deadlines to the extent permitted by applicable law or market practice. The Bank chooses the method of collecting Items and may use other banks in the process. The Bank will present Items in accordance with the custom and market practice of the jurisdictions in which the Items are handled for collection. The Bank is not responsible for actions or omissions of other banks, nor for the loss or destruction of any Item in the possession of other banks or in transit. The Customer shall use reasonable efforts to assist the Bank in locating or obtaining replacements of Items lost while in the Bank's possession. For purposes of determining when an Item is sent to the Customer, the provision of an image of the Item or information identifying the Item (e.g., Item number, amount, date of Item) is a sufficient substitute for the actual Item.

3.2 Availability of Funds; Credits Not Received. Credits and deposits to an Account will be available in accordance with the Bank's availability policy and applicable law. If the Bank credits an Account: (i) in contemplation of receiving funds for the Customer's credit and those funds are not actually received by the Bank; or (ii) in reliance on a transaction which is subsequently returned, reversed, set aside or revoked, or if the Bank does not receive funds for the Customer's credit for value on the date advised by or on behalf of the Customer, or if final settlement is not received by the Bank for any reason, then the Bank shall be entitled to debit any Account of the Customer with the amount previously credited and/or with any other charges incurred, even if doing so creates or increases an overdraft.

3.3 Collection Basis Processing. If an Item is processed by the Bank on a collection basis, the Bank may defer credit to the relevant Account until it has received final, non-reversible, payment in accordance with applicable law and market practice.

4. Payment of Items.

4.1 Processing Outgoing Items. The Bank is authorized to pay any Item drawn on the Account, in accordance with the Bank's usual procedures, including any Item that purports to be a substitute check. The Bank is authorized to debit the Account on which the Item is drawn on the day the Item is presented, certified or accepted, or at such earlier time when the Bank receives notice by electronic or other means that an Item drawn on an Account has been deposited for collection. The Bank may determine Account balances in order to decide whether to dishonor an Item for insufficient funds at any time between receiving such presentment or notice and the time of the return of the Item, and need make no more than one such determination.

4.2 No Inquiry. The Bank is authorized to pay all Items presented to it or cashed at the Bank, regardless of amount and without inquiry as to the circumstances of issue, negotiation or endorsement or as to the disposition of proceeds, even if drawn, endorsed or payable to cash, bearer or the order of the signer or any Authorized Person or to a lender in payment of the signer's or Authorized Person's obligations.

4.3 Limitations. The Customer shall immediately notify the Bank if it becomes aware that any Items (whether completed or blank) are lost or stolen. The Customer shall not allow any third party to issue Items against or otherwise use the Accounts unless specifically agreed to in writing by the

Bank. The Customer shall not issue Items that are post-dated, and the Bank shall not be liable for any damages caused by premature payment or certification of a post-dated Item. Further, the Customer shall not put any condition, restriction, or legend on any Item; and the Bank is not required to comply with any such condition, restriction or legend.

4.4 Electronic Processing; Specifications. The Bank may process any Item by electronic means. All Items issued by the Customer against any Account must comply with industry standards and the Bank's check specifications and image standards, published from time to time. The Bank shall not be liable for damages or losses due to any delay or failure in procuring, collecting, or paying Items not conforming to such specifications or standards, except to the extent such losses or damages are the direct result of the Bank's gross negligence or willful misconduct.

5. Funds Transfer Instructions.

5.1 Processing Funds Transfer Instructions. The Customer may issue funds transfer Instructions against Accounts, subject to the Bank's acceptance. Funds transfer Instructions will be received, processed and transmitted only on the Bank's funds transfer business days, and within the Bank's established cut-off hours on such days. Instructions requesting cancellation or amendment of funds transfer Instructions must be clearly marked as such and received at a time and in a manner affording the Bank a reasonable opportunity to act on the cancellation or amendment Instruction. The Customer may reverse, amend, cancel or revoke any Instructions only with the consent of the Bank and, if applicable, the beneficiary's bank. The Bank will debit the Account for the amount of each funds transfer Instruction accepted by the Bank, and the Customer authorizes the Bank to debit the Account for, or deduct from the amount of the funds transfer, all associated fees, including debit and credit processing charges. In processing a funds transfer, other banks may deduct fees from the funds transfer. No restrictions upon the acceptance of funds transfer Instructions by the Bank or upon the Accounts that the Bank may debit shall be binding unless agreed to by the Bank in writing. The Bank shall not be required to inquire into the circumstances of any transaction.

5.2 Acting on Instructions. Notwithstanding any Instructions by the Customer to the contrary, the Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction that the Bank deems reasonable in the circumstances.

5.3 Inconsistent Name and Number. The Bank and other financial institutions, including the beneficiary's bank, may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in a funds transfer Instruction, even if it identifies a person different from the beneficiary, the beneficiary's bank or intermediary bank identified by name.

5.4 Foreign Exchange.

(a) If the Bank accepts a funds transfer Instruction issued in the Customer's name for payment in a currency (the "Non-Account Currency") other than the currency of the Account (the "Account Currency"), the Bank is authorized to enter into a foreign exchange transaction to sell to the Customer the amount of Non-Account Currency required to complete the funds transfer and debit the Account for the purchase price of the Non-Account Currency. If the Bank receives a payment to the Account in a Non-Account Currency, the Bank is authorized to purchase the Non-Account Currency from the Customer and to credit the purchase price to the Customer's Account in lieu of the Non-Account Currency.

(b) The applicable foreign exchange rate and spread for any of the foregoing transactions shall be determined by the Bank in its sole discretion and may differ from foreign exchange rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates or spreads at which the Bank otherwise enters into foreign exchange transactions on the relevant date. The Bank may generate additional profit or loss in connection with the Bank's execution of a foreign exchange transaction or management of its risk related thereto in addition to the applicable spread. Further, (i) the Bank may execute such foreign exchange transactions in such manner as the Bank determines in its sole discretion; and (ii) the Bank may manage the associated risks of the Bank's own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Customer. Any such foreign exchange transaction will be between the Bank and the Customer as principals, and the Bank will not be acting as agent or fiduciary for the Customer.

(c) Notwithstanding any prior action or course of dealing, subject to applicable law, the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under a Service and the Bank makes no commitment to buy back currencies. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased.

5.5 Cancellation of Foreign Exchange Drafts. Subject to applicable law, the Bank may cancel any draft issued by the Bank on behalf of the Customer in a Non-Account Currency if the draft is not presented for payment within one hundred eighty (180) calendar days after the date of issuance, and the Customer authorizes the Bank to recredit the Customer's Account with an equivalent amount of Account Currency at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its sole discretion. Following such cancellation, the Customer shall be responsible for all claims that may be asserted against the Bank in respect of the draft.

6. Interest; Fees; Taxes.

6.1 Interest. The Bank may apply interest on balances in Accounts at rates determined by the Bank in its sole discretion, subject to any withholding or deduction for tax as required by applicable law (including the Foreign Account Tax Compliance Act ("FATCA")). The Bank may deduct from the Accounts charges for early withdrawals, which may include a deduction from principal (if permitted or required by law). If the rate applied by the Bank is negative, the Customer may be required to make a negative rate payment, including on non-interest bearing Accounts, which the Bank shall be entitled to collect by debiting the Account.

6.2 Fees and Taxes.

(a) The Bank may impose and the Customer will pay fees for Accounts and Services provided by the Bank, including transaction, maintenance, balance-deficiency, and service fees and other charges (collectively "Fees"). The Bank may debit any Account for Fees and/or Taxes, even if such debit creates or increases an overdraft of the Account. References to "Taxes" shall mean any taxes (including value added taxes, sales taxes and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Fees, Accounts or Services (including payments or receipts to an Account) except if such Taxes are imposed on the overall net income of the Bank.

(b) All payments (including Fees and interest on overdrafts) from the Customer to the Bank pursuant to the Account Terms, the Service Terms and any Account Documentation shall be in full, without set-off or counterclaim, and free of any withholding or deduction (collectively, a "Deduction") related to any tax or other claim, unless a Deduction is required by applicable law. If any Deduction is required by applicable law in respect of any payment due to the Bank, the Customer shall:

(i) ensure that the Deduction is made;

(ii) pay the amount of the Deduction as required by applicable law;

(iii) increase the payment in respect of which the Deduction is required so that the net amount received by the Bank after the Deduction shall be equal to the amount which the Bank would have been entitled to receive in the absence of any requirement to make any Deduction; and

(iv) deliver to the Bank, within thirty (30) days after it has made payment to the applicable authority, a certified copy of the original receipt issued by the authority, evidencing the payment to the authority of all amounts required to be deducted.

(c) All Fees are exclusive of Taxes. In addition to any Fees or other amounts due and except to the extent the Bank is otherwise compensated for such Taxes under this Section 6, the Customer will pay or reimburse the Bank for any Taxes which the Bank is required to account for to any tax authority under any applicable law and, where required by applicable law, the Customer shall account for any Taxes directly to the applicable tax authority.

6.3 Tax Documentation and Information. The Customer will provide the Bank with such documentation and information as the Bank may require in connection with taxation, and warrants that such information is true and correct in every respect and shall immediately notify the Bank if any information requires updating or correction.

7. Account Statements.

The Bank will issue Account statements, confirmations, or advices ("Account Statements") at the frequency and in the manner advised to the Customer from time to time. The Customer is responsible for ensuring that an Authorized Person promptly examines each Account Statement and any accompanying Items that are made available to it by the Bank, and reporting any irregularities to the Bank in writing, including any claim of unauthorized funds transfer activity. The Bank shall not be responsible for the Customer's reliance on balance, transaction or related information that is subsequently updated or corrected or for the accuracy or timeliness of information supplied by any third party to the Bank. Electronic Account Statements, if applicable, shall be deemed to be received by the Customer when the Bank sends notice to the Customer that the Account Statement has been posted by electronic means (including by posting such Account Statement on a Bank website).

8. Overdrafts.

8.1 Overdrafts. The Bank may debit an Account even if the debit may cause or increase an overdraft. Unless otherwise agreed in writing, the Bank is under no obligation to permit any overdraft or to continue to permit overdrafts after having permitted an overdraft or to provide notice of any refusal to permit an overdraft, in each case notwithstanding any prior action or course of dealing. Any overdraft shall be immediately due and payable by the Customer to the Bank, unless otherwise agreed in writing. If the Bank permits an overdraft, the Bank is authorized to charge interest on the amount of the overdraft as long as the overdraft is outstanding, at a rate determined by the Bank, up to the maximum rate permitted by law at the time of the overdraft or at the specific rate agreed in writing between the Customer and the Bank. Subject to applicable law, interest shall accrue on any negative balance in an Account notwithstanding closure of the Account and/or termination of these Account Terms. If the Bank pays an Item that causes or increases an overdraft, the Bank may deduct applicable Fees and expenses from the Account without notice.

8.2 Order of Payment. When Items and other debits to the Account are presented to the Bank for payment on the same day and there are insufficient available funds in the Account to pay all of these transactions, the Bank may choose the order in which it pays transactions, including the largest transaction first or any other order determined by the Bank, in its sole discretion.

9. Set Off; Security Interest.

9.1 Set-Off. The Bank may at any time, without prejudice to any other rights which it may have, and without prior notice or demand for payment, combine, consolidate or merge all or any of the Accounts of the Customer or may retain, apply or set off any money, deposits or balances held in, or standing to the credit of, any Account in any currency towards payment of any amount owing by the Customer to the Bank or any of its affiliates. The Bank shall be entitled to accelerate the maturity of any time deposit or fixed term deposit. For the purposes of this Section the Bank may effect currency conversions at such times or rates as it may think reasonable and may effect such transfers between any Accounts as it considers necessary.

9.2 Security Interest. The Customer grants to the Bank a lien and security interest in any Accounts of the Customer at the Bank, in order to secure any and all obligations and liabilities of the Customer to the Bank or any of its affiliates.

10. Confidential Information; Agents; Consents.

10.1 Confidential Information. "**Confidential Information**" means and includes all non-public information regarding the Customer, its Accounts or the Services. The term Confidential Information does not include information which is or becomes publicly available by means other than the Bank's breach of this section, information the Bank develops independently without the use of Confidential Information, or information the Bank obtains from a third-party that is not reasonably known to have confidentiality obligations for such information.

(a) The Bank will maintain Confidential Information in the same manner it maintains its own confidential information.

(b) The Customer authorizes the Bank and its agents, employees, officers and directors and affiliates to use Confidential Information (i) to provide services to and administer the relationship with Customer, (ii) for any operational, credit or risk management purposes, (iii) for due diligence, verification or sanctions or transaction screening purposes, (iv) for the prevention or investigation of crime, fraud or any malpractice, including the prevention of terrorism, money laundering and corruption, (v) to improve and develop products or services, including, but not limited to using data analytics, (vi) for compliance with any legal, regulatory or tax requirements or tax reporting or any industry standard, code of practice, or internal policies or (vii) with prior consent of the Customer.

(c) In connection with the permitted uses set forth in subsection (b), the Customer authorizes the Bank and its agents, employees, officers and directors and affiliates to disclose Confidential Information to (i) any subcontractor, consultant, agent, or any other unaffiliated third party or service provider, including the transmission of information to other banks and clearing houses and through channels and networks operated by third parties that the Bank reasonably believes is required in connection with the Services and provided that such parties are subject to equivalent confidentiality obligations; (ii) to the Bank's professional advisors, auditors or public accountants; (iii) the Bank's subsidiaries, affiliates and branches and their relevant parties as set forth in subsection (i) and (ii) herein; (iv) to a proposed assignee of the Bank's rights under the Account Documentation; and (v) with the consent of the Customer.

(d) In addition to the foregoing, the Bank may use and disclose Confidential Information as required by (i) applicable law or courts of competent jurisdiction; (ii) governmental or regulatory or supervisory authorities, or law enforcement agencies with jurisdiction over the Bank's or Customer's businesses; or (iii) to establish, exercise or defend claims, enforce legal rights, or satisfy the legal obligations of the Bank.

(e) The Customer acknowledges that: (i) permitted disclosures of Confidential Information may be transmitted across national boundaries in the context of outsourcing arrangements and through networks, including networks owned and operated by third parties; and (ii) the Bank may process or store, or engage service providers to process or store Confidential Information on its behalf, both in its own premises and those of its services providers, located in, amongst others, the European Economic Area, the United States of America, India, the Philippines, Singapore, Hong Kong, Australia, China, Japan, Brazil, Mexico, Argentina, Colombia, Chile, South Africa, Russia and any other country where the Bank or such service providers conduct business.

10.2 Agents. The Bank may appoint or retain any agent (who may be any affiliate of the Bank or any unaffiliated third party) either at the Account location or outside, to perform data processing, collection and/or any other services in connection with the Accounts and Services.

10.3 Consents. The Customer represents and warrants that prior to submitting to the Bank information about natural persons related to the Customer (including Authorized Persons, users of the Bank's electronic access systems, officers and directors, employees, beneficial owners, and customers and persons on whose behalf the Customer is receiving or transmitting funds, issuing items or maintaining an Account), the Customer shall have obtained such consents as may be required by applicable law or agreement, for the Bank to process and use the information for purposes of providing the Accounts or Services.

11. Liability Limitation; Force Majeure.

11.1 Liability. The Bank, its agents, employees, officers and directors, shall not be liable for any damage, loss, expense or liability of any nature which the Customer may suffer or incur, except to the extent of losses or expenses directly resulting from the gross negligence or willful misconduct of the Bank, its agents, employees, officers or directors. The Bank, its agents, employees, officers and directors shall not, in any event, be liable for indirect, special, consequential or punitive loss or damage of any kind (including lost profits, loss of business or loss of goodwill), in each case, whether or not foreseeable, even if the Bank, its agents, employees, officers or directors have been advised of the likelihood of such loss or damage, and regardless of whether the claim for loss or damage is made in negligence, gross negligence, for breach of contract or otherwise; provided, however, that the foregoing shall not apply to the extent such loss or damage is caused by fraud on the part of the Bank, its agents, employees, officers or directors. Customer shall promptly provide the Bank with a notice of any claims it receives regarding a Service.

11.2 Force Majeure. Neither the Bank nor the Customer shall be liable for any loss or damage, expense or liability of any nature to the other for its failure to perform or delay in the performance of its obligations resulting from an act of God, act of governmental or other authority, de jure or de facto, legal constraint, civil or labor disturbance, fraud or forgery (other than on the part of the other party or its employees), war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure or malfunction, including inability to obtain or interruption of communications facilities, or failure of any agent or correspondent, or unavailability or failure of or the effect of rules or operations of a payment or funds transfer system, including non-availability of appropriate foreign exchange or foreign currency, or any cause beyond its reasonable control.

12. Indemnity.

The Customer indemnifies and holds the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) (collectively, "Losses") arising out of or resulting from: (i) the Bank's acceptance or execution of any request, direction or transaction in connection with any Account or any Service provided to the Customer, including Items and Instructions; or (ii) the Bank's payment of any taxes, interest or penalty otherwise due from the Customer paid on the Customer's behalf, or for which the Bank has no responsibility under the Account Terms, the Service Terms or any Account Documentation. Notwithstanding the foregoing, the Bank, its agents, employees, officers and directors shall not be indemnified for any Losses to the extent resulting directly from its own gross negligence, willful misconduct or fraud.

13. Notices.

13.1 Notice to the Customer. All Account Terms, Service Terms, Account Documentation, notices and other documents may be delivered, made available and/or made accessible to the Customer by ordinary mail or courier at the address of the Customer provided to the Bank, or by facsimile transmission, electronic means and channels (including SWIFT message, emails and by posting on a Bank website) or by such other means as the Customer and the Bank may agree upon from time to time.

13.2 Notice to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Bank officer or service representative managing the Account or to any other address notified by the Bank to the Customer in writing from time to time, and must be sent by ordinary mail, by courier, by facsimile transmission, by electronic transmission or by such other means as the Customer and the Bank agree upon from time to time. The Bank shall have a reasonable time to act on any notices received.

14. Termination.

Either the Bank or the Customer may close an Account and/or terminate a Service:

(a) by giving the other party not less than thirty (30) calendar days' prior written notice of intent to close or terminate, or

(b) immediately upon written notice to the other party in the event of: (i) a breach of the Account Terms, Account Documentation or Service Terms by the other party; (ii) the other party's inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction, or a determination in good faith by the terminating party that the financial or business condition of the other party has become impaired; (iii) a determination by the terminating party, in its sole opinion, that termination is necessary or required by applicable legal, tax or regulatory requirements, or as a result of a court or regulatory agency order or proceeding; or (iv) a good faith belief by the terminating party that the other party is engaged in activities that are inconsistent with the terminating party's policies, provided however, that any closure and/or termination will be effective only after the Bank has had reasonable time to act on such notice.

The Bank shall only be required to process requests or Instructions for transactions that the Bank reasonably estimates will be completed prior to the date of closure of the Account or termination of the relevant Service, but shall not be precluded from completing a request or Instruction received by it prior to the date of the closure or termination. Any such closing or termination shall not affect the Customer's liabilities to the Bank arising prior to, or on, such closing or termination, all of which shall continue in full force and effect. Notwithstanding anything to the contrary in any Service Terms, upon the closing of an Account, all Services linked to such Account are simultaneously terminated (unless otherwise specifically agreed to by the parties). In the absence of Instructions from the Customer on transfer of monies standing to the credit of an Account that is being terminated, the Bank may issue a cashier's check and send it to the address of the Customer on the Bank's record.

15. Account Disclosures.

15.1 Rejection of Funds; Reversal of Erroneous Postings.

(a) The Bank may return or refuse to accept all or any part of a deposit or credit to an Account, at any time, and will not be liable to the Customer for doing so, even if such action causes outstanding Items to be dishonored and returned, or payment orders to be rejected.

(b) The Bank may reverse any transactions posted to the Account if it determines such posting was made in error and that Customer was not entitled to the funds posted.

15.2 Withdrawal. The Bank may refuse to allow withdrawals from Accounts, may block or suspend an Account, or perform any other function in certain circumstances, including where: (i) there appears to be a dispute relating to an Account, including disputes regarding the persons authorized to issue Instructions; (ii) as required by applicable law, legal process affecting the Account, or order of any relevant government regulatory, judicial or tax authority, including a levy or restraining notice; (iii) the Account is being used as collateral to secure indebtedness to the Bank or its affiliates; (iv) documentation requested by the Bank has not been presented; or (v) the Customer fails to pay its indebtedness to the Bank or its affiliates when due.

15.3 Payable Branch; Deposits Outside of the U.S. Any amount standing to the credit of any Account with the Bank is payable exclusively at a branch in the country at which the Account is held; however, payment may be suspended from time to time in order to comply with any applicable law, governmental decree or similar order, in any jurisdiction, for the time period affecting the Bank, its officers, employees, affiliates, subsidiaries,

agents or correspondents. The Customer acknowledges that deposits held in a branch of the Bank located outside the United States are not payable in the United States and: (i) are not insured by the Federal Deposit Insurance Corporation or any other United States governmental agency; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.

15.4 Commissions and Rebates. In connection with the provision of any Service by the Bank to the Customer, the Bank may from time to time receive commission, rebate or similar payments from other banks or third parties.

16. Governing Law and Procedure.

16.1 Governing Law. The Account Terms, the relevant Account Documentation and the rights and obligations of the Customer and the Bank in respect of each Account shall be governed by and construed in accordance with the laws of the jurisdiction in which the branch holding the relevant Account is located.

16.2 Waiver of Jury Trial; Limitation of Claims. The Customer and the Bank hereby knowingly, voluntarily and intentionally irrevocably waive, to the fullest extent permitted by applicable law, all right to, and will not seek, prejudgment interest and a trial by jury in any action, proceeding or counterclaim, of whatever type or nature, arising out of these Account Terms, the Account Documentation or the relationship established hereby. Any claim in connection with any Account or Service, unless a shorter period of time is expressly provided, must be brought against the Bank within two (2) years of the occurrence of the event giving rise to the claim.

16.3 Venue. In relation to each Account, the courts of the country, state or province in which the branch or affiliate of the Bank at which the Account is held shall have exclusive jurisdiction to settle any disputes that arise out of or are connected with the Account Terms, the Account Documentation and/or the Account and the Customer agrees to submit to the jurisdiction of such courts and waive any objection to venue or their convenience as a forum. This section is for the benefit of the Bank only and does not prevent the Bank from taking proceedings in the courts of any other country, state or province with jurisdiction including, to the extent allowed by law, concurrently in any number of countries, states or provinces.

17. Miscellaneous.

17.1 Languages. If the Account Terms, Account Documentation or Service Terms are translated into, or appear in a language other than English, the English language version shall control.

17.2 Successors and Assigns. The Account Terms, Service Terms and Account Documentation will be binding on each of the parties' successors, assigns and transferees. The parties agree that neither party may assign or transfer any of its rights or obligations under the Account Terms, Service Terms or Account Documentation without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; except that the Bank may assign or transfer the Account Terms, Service Terms and Account Documentation (a) to any affiliate or subsidiary of the Bank, or (b) in connection with a merger, reorganization or other restructuring involving the Bank or its business; upon notice to the Customer, and the Customer hereby consents to the same.

17.3 Order of Precedence. Any terms of any supplement, amendment, agreement, Service Terms or notice that are inconsistent with a provision of the Account Terms or the Account Documentation shall supersede such provision of the Account Terms or the Account Documentation for purposes of the particular Account or Service that is the subject thereof. The Account Terms and Account Documentation supersede and replace any other account conditions previously sent to the Customer.

17.4 Interpretation. Section and subsection headings are for convenience only and shall not affect the meaning of the Account Terms, the Service Terms and any Account Documentation. References to Schedules, Sections, Subsections and Clauses are to Schedules, Sections, Subsections and Clauses of the Account Terms, the Service Terms and any Account Documentation. Words in the singular import the plural and vice versa. If any provision of the Account Terms, the Service Terms and any Account Documentation shall be held to be illegal, invalid, or unenforceable the validity of the remaining portions of the Account Terms the Service Terms and any Account Documentation shall not be affected. The term "including" shall in all cases mean "including without limitation" unless otherwise indicated. The term "affiliates" shall mean with respect to any entity, an entity, whether directly or indirectly, that controls, is controlled by, or is under common control with that entity. The term "applicable laws" or similar terms shall mean any law, statute, order, decree, rule, injunction, license, consent, approval, agreement, guideline, circular or regulation of a government authority.

17.5 Compliance; Transaction Screening. The Customer shall comply with all applicable laws and with the Bank's policies notified to the Customer. The Bank is required to act in accordance with Bank policies, the laws of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. The Bank is not obligated to execute payment orders or effect any other transaction where a party to the transaction is a person or entity with whom the Bank is prohibited from doing business by any law applicable to the Bank, or in any case where compliance would, in the Bank's opinion, conflict with applicable law or market practice or its own policies and procedures. Where the Bank does not execute a payment order or effect a transaction for such reasons, the Bank may take any action required by any law applicable to the Bank including freezing or blocking funds. Transaction screening may result in delays in the posting of transactions and/or funds availability. The Bank may direct the Customer (a) to make changes to the activity in the Customer's Accounts, including to cease and desist from using the Accounts for particular types of transactions or for transactions involving particular parties from time to time, and (b) not to use the Accounts to send payments with certain characteristics. The Customer agrees to comply with such directions.

17.6 Amendments; Supplements; Waivers. All amendments must be in writing. The Account Terms may be amended or supplemented on notice to the Customer, including by terms contained in any Service Terms or Account Documentation. The Service Terms may be amended or supplemented on notice to the Customer. These amendments or supplements may impose restrictions on the Accounts and Services, as the Bank deems necessary in the course of its business, and will be effective on notice to the Customer or at such other time to be specified in the notice; provided that amendments or supplements that are required by law may be implemented immediately or as required by law. By signing an Account signature card, Account application or similar document or by using or continuing to use any of the Accounts or Services, the Customer agrees to the Account Terms, the Account Documentation, Service Terms and any amendments or supplements, as applicable.

The Bank may waive any of provision of these Account Terms, the Account Documentation or the Service Terms, but such waiver shall apply only on that occasion. Such waiver shall not constitute a waiver of any other provision of the Account Terms, the Account Documentation or the Service Terms. Any such waiver shall not affect the Bank's right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions of the Account Terms, the Account Documentation or the Service Terms. The rights and remedies in the Account Terms, the Service Terms and any Account Documentation are cumulative and are not exclusive of any other rights or remedies provided by applicable law.

17.7 Waiver of Immunity. To the extent that the Customer has or hereafter may acquire any immunity (including sovereign, crown or similar immunity) for itself or its assets from jurisdiction of any court, suit or legal process (whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise), the Customer irrevocably waives and agrees not to claim such immunity against the Bank or its affiliates.

17.8 Internet Services; Notice of Claims. The Customer agrees at its sole expense: (i) to advise each of its employees, officers, agents or other persons accessing any Service by or on behalf of Customer ("Users") of their obligations under the Account Terms, Account Documentation or under any Service Terms or ancillary Service material, including the obligation to refrain from using the Service via the Internet in the countries identified by the Bank; and (ii) to provide the Bank with all information reasonably necessary to setup and provide Services for the Customer, including advising the Bank of the countries from which Users will access any Service via the Internet.

17.9 Recordings. To the extent permitted by applicable law, the Customer acknowledges that the Bank may record and monitor all electronic communications (e.g., telephone and email communication) for the purposes of ensuring compliance with the Bank's legal and regulatory obligations and the Bank's internal policies. The Customer shall notify and obtain their employee's consent to such recording and monitoring where required by applicable law.

17.10 Instructions. Instructions may be sent to the Bank using such means as the Bank may permit from time to time. All Instructions, whether Items, payment orders or otherwise, are subject to applicable laws, and rules, policies, operations and market practices of the applicable clearing or settlement systems or payment networks.

17.11 Electronic Copies. The Bank may retain copies (paper, electronic or otherwise) of any documents or Items relating to the Accounts and Services in a form preserving an image of any such documents or Items, including signatures, or a regular business record and discard the original documents or Items. The Customer hereby waives any objection to the use of such records in lieu of their paper equivalents for any purpose and in any forum, venue or jurisdiction, including objections arising from the Bank's role or acquiescence in the destruction of the originals.

17.12 Intellectual Property. All intellectual property rights in or relating to a Service, including any trademarks, service marks, logos, and trade names used in conjunction with a Service are the property of the Bank or its licensors and are protected by applicable copyright, patent, trademark and other intellectual property law. Except as provided herein, the Customer shall not reproduce, transmit, sell, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of a Service, without the prior written consent of the Bank. Further, Customer shall not make any public announcements (including interviews) or publish any promotional or marketing materials, publicity or press releases, customer listings, testimonials or advertising in relation to the Accounts or Services or the subject matter of these terms and conditions without obtaining the prior written approval of Bank.

17.13 Know Your Customer. To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Customer: when the Customer opens an Account, the Bank may ask for the Customer's name, address, date of birth (for natural persons), and/or other information and documents that will allow the Bank to identify the Customer. The Bank may also request and obtain certain information from third parties regarding the Customer. For purposes of this provision, the Customer, to the extent required by applicable law, shall include any Authorized Person or signatory on an Account.

Information. To fulfill the Bank's "know your customer" responsibilities, the Bank will request information from the Customer from time to time, inter alia, regarding the Customer's organization, business, Third Parties and, to the extent applicable, Authorized Persons and beneficial owner(s) of the Customer, the Customer's customers, and their beneficial owners, including relevant natural or legal persons, and the Customer shall procure and furnish the same to the Bank in a timely manner. The Bank may also request further information and/or documentation in connection with the provision of the Accounts or Services. Any information and/or documentation furnished by the Customer is the sole responsibility of the Customer and the Bank is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). The Customer represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise the Bank promptly of any changes and, except as prohibited by applicable law, the Customer agrees to provide complete responses to the Bank's requests within the timeframes specified. The Customer will notify the Bank in writing if any Accounts or monies it holds or places with the Bank are subject to restrictions or otherwise held or received by the Customer in a capacity other than previously disclosed to the Bank, including monies being held for the benefit of third parties, whether as

fiduciary or otherwise, monies subject to encumbrances, monies received as intermediary, processor or payment service provider, or arising from undisclosed business or similar sources. The Bank may, at its sole discretion and subject to such further conditions as it may impose, including execution of further documentation in form and manner acceptable to the Bank, permit the holding of such Accounts or deposits or receipt of funds. Unless prohibited by applicable law, the Customer agrees to promptly disclose to the Bank activity in the Customer's Accounts that is suspicious or violates applicable laws or sanctions.

If the Customer fails to provide or consent to the provision of any information required by this Section, the Bank may close any Account or suspend or discontinue providing any Service without further notice.

17.14 Click-Thru and Electronic Signatures. The Bank may make Service Terms and Account Documentation available to the Customer via electronic means (including by posting on a Bank website or electronic signature platform). The Bank may request that an Authorized Person "click" or electronically sign to indicate the Customer's approval of such terms. The Customer agrees that the act of "clicking" its acceptance or applying its electronic signature (or any similar act which has the same effect) with respect to any such Service Terms or Account Documentation will be evidence of Customer's acceptance of such Service Terms and Account Documentation, to the same extent, and with the same force and effect, as if Customer had manually executed a written version of such Service Terms and Account Documentation.

18. Interpleader; Reimbursement.

18.1 Interpleader. The Bank may apply to an appropriate court for resolution of any dispute relating to the Customer's Accounts, including any dispute: (i) regarding the ownership of or entitlement to the funds; (ii) regarding the persons authorized to issue Instructions or act on behalf of the Customer; or (iii) by or amongst persons authorized to act or purportedly authorized to act on behalf of the Customer. If permitted by the court, the Bank may pay funds held by the Bank for the account of the Customer into the court pending resolution of such dispute.

18.2 Reimbursement. The Customer agrees to reimburse the Bank for any expenses, including its attorneys' fees and costs incurred in connection with the resolution of disputes (including interpleader proceedings) or in connection with the Bank's response to, any legal or regulatory process relating to an Account or the Services.

19. Provisional Recredit.

In connection with any dispute regarding an Account, the Bank may choose to credit the Account pending completion of the Bank's investigation of the dispute. If the Bank determines that the Customer is not entitled to such credit, then, the Bank may reverse the provisional recredit to the Account, even if that reversal results in an overdraft.

ADDENDUM TO ACCOUNT TERMS (UNITED STATES OF AMERICA) V1.15_03_14_25

Accounts maintained by the Customer with the Bank are subject to the Bank's Account Terms. This addendum ("Addendum") amends or supplements the Account Terms with respect to Accounts maintained in the United States of America ("U.S.") and to Services provided in connection with such U.S. Accounts, regardless of the location where Services are provided. Capitalized terms used in this Addendum, and not otherwise defined, have the meanings set forth in the Account Terms. By using any Account maintained in the U.S., the Customer acknowledges receipt of, and agrees to be bound by, the Account Terms which includes this Addendum, each as may be amended or supplemented from time to time.

Section 2 of the Account Terms (Instructions; Security Procedures) is amended by adding the following provision:

2.3 The Customer represents and warrants to the Bank that the Customer has not requested funds transfer security procedures other than those expressly agreed by the Customer and the Bank.

Section 3 of the Account Terms (Deposits) is amended by adding the following provisions:

3.4 Verification; Adjustments. Receipts issued by the Bank for deposits are based solely on the amounts stated in the deposit ticket. Credits for Items received for deposit or collection (whether or not accompanied by a deposit ticket) are subject to verification and the Bank's receipt of final payment of deposited Items. The Bank may make adjustments to the Account for any errors appearing on deposit tickets or occurring during processing or otherwise, but the Bank has no obligation to do so for *de minimis* discrepancies.

3.5 Foreign Currency Items. The Bank may handle Items drawn on a non-U.S. bank or Items payable in a foreign currency on a collection basis, not for deposit, even if the Bank has received the Items in a deposit. The Customer may not receive provisional credit for such Items or, if provisional credit has been given, the Bank may revoke it. Credit for Items payable in a foreign currency will be converted into U.S. dollars at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its discretion

3.6 Endorsements. Endorsement must be placed on the back of Items only in the area within 1.5 inches from the trailing edge of the Item. The trailing edge of the Item is defined as the left-hand edge of the check looking at it from the front. If the Customer is authorized in writing to endorse Items on the Bank's behalf, the Customer agrees to comply with the endorsement standards of the Bank.

3.7 Encoding. If the Customer encodes information on an Item, the Customer warrants to the Bank and to all other collecting and paying banks of that Item that it is properly encoded and the Customer will be liable for losses related to encoding errors, including any loss due to delay in processing caused by an encoding error.

3.8 Return or Charge Back. The Customer should not use carrier documents (Items placed inside envelopes) in either high-speed forward or return cash letters. The Bank may charge the Account for Items returned unpaid to the Bank or for claims based on asserted unauthorized signatures, endorsements or alterations.

3.9 Collections. The Customer agrees that the Bank may collect any Item deposited to Customer's Account by electronic means. The Bank has no duty to inspect such Item during the deposit and collection process.

3.10 Variance. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and to vary applicable deadlines, to the maximum extent permitted by applicable laws, and rules, policies, operations and practices of the applicable clearing or settlement systems or payment networks (collectively "Rules & Regulations").

3.11 Substitute Checks. The Customer will not deposit any substitute checks (that are not returned Items) unless the Bank expressly agrees to accept such Items for deposit. In the absence of the Bank's express agreement, the Customer will be solely responsible for any loss or claim in connection with its use of substitute checks.

3.12 Night Depository Deposits. The Bank is not liable for any deposit made through the use of the Bank's night depositories until the Bank issues a written acknowledgement of the deposit. The Bank's count of the amount deposited in a night depository will be conclusive. The Customer is solely responsible for any loss that may be incurred before the Bank verifies the contents of the deposit.

3.13 Remotely Created Checks. If the Customer deposits a remotely created check ("RCC"), as such term is defined in Federal Reserve Regulation CC, the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn, authorized the issuance of such RCC in the amount and to the payee stated on the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from any breach of the foregoing warranty.

3.14 Electronically Created Items. The Customer should not deposit electronically created items ("ECIs") to its account, as such term is defined in Federal Reserve Regulation CC. ECIs are included in the definition of an Item. If the Customer does deposit an ECI, the Customer authorizes the Bank to debit the Customer's account for any claim, return or adjustment related to the ECI, and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from the Customer's deposit of the ECI.

3.15 ATM Cards. The Bank may issue one or more automated teller machine ("ATM") cards ("Cards") and personal identification numbers ("PINs") to Customer's employees or agents for use in initiating certain Account transactions at Bank owned ATMs. Unless otherwise agreed by Bank, Customer agrees that Cards will be used only at ATMs owned by the Bank and Customer shall be liable for any transactions and fees resulting from the use of such Cards. The Customer agrees that the types of transactions offered through the use of any Card may be limited by the Bank,

in its sole discretion. The Bank may cancel any Card at any time and for any reason, and will notify Customer of such cancellation. The Customer agrees to obtain possession of and return to the Bank or destroy all cancelled Cards. If the Customer believes a Card or PIN has been lost or stolen, the Customer shall immediately contact the Bank's ATM call center. All ATM transactions are subject to verification. Any deposit transaction through an ATM that is not made on a business day or made after the Bank's designated cut-off time will be processed on the Bank's next business day.

3.16 Internet Gambling. The Customer agrees not to conduct any transactions through the Account that are directly or indirectly related to unlawful Internet gambling, including the acceptance or receipt of any funds or deposits in connection therewith. The term "unlawful Internet gambling," as used in this section, shall have its meaning set forth in 12 C.F.R. Section 233.2(bb).

Section 4 of the Account Terms (Payment of Items) is hereby amended by adding the following provisions:

4.5 Cashing Items. The Bank may, in its discretion, cash Items drawn on an Account when presented by the holder. If a holder who is not a deposit customer of the Bank presents an Item drawn on the Account for cash, the Bank may refuse to cash the Item, or may charge the holder a fee for cashing the Item.

4.6 Signatures. If the Customer establishes an Account which purports to: (i) require two or more signatures on Items drawn on the Account, or (ii) limits the amount for which an Item can be issued, the Customer acknowledges that any such requirements are solely for the Customer's own internal control purposes. The Customer agrees that, provided that the Bank follows its usual and customary procedures for processing and paying Items, the Bank will not be liable for paying any Item (a) lacking the required number of signatures, or (b) in an amount exceeding the applicable limit.

4.7 Fraudulent Items. The Bank provides Services to which the Customer may subscribe, such as Positive Pay and Reverse Positive Pay, which are reasonably designed to prevent payment of unauthorized or altered Items. Customer agrees that failure to use such Services will constitute Customer negligence contributing to the making of an unauthorized signature or the alteration of an Item, and the Customer will assume the risk that Items paid against its Account may be unauthorized or altered. In that event, the Customer will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent Items The Bank shall not be required to re-credit Customer's Account or otherwise have any liability for paying such Items to the extent such Services would likely have prevented such loss.

4.8 Obscured Endorsements. The Customer assumes responsibility for losses that the Customer or the Bank may incur as the result of processing delays caused by the Customer's: (i) issuance of an Item in such a manner that information, marks or bands on the back of the Item obscure endorsements; or (ii) placement of an endorsement on the back of the Item which obscures other endorsements.

4.9 Negotiation Outside of U.S. If an Item is transferred or negotiated outside of the U.S. and is subsequently sent to the Bank for deposit, collection or payment in the U.S., the Customer shall be deemed to make, to the Bank, the transfer and presentment warranties under the Rules & Regulations, as if such Item were negotiated or otherwise transferred in the U.S.

4.10 Stop Payments. A stop payment Instruction from the Customer will be effective with respect to an Item if: (i) the Bank has a reasonable opportunity to act on such Instruction prior to its payment or encashment, which shall be at least one (1) full Business Day following the Business Day on which the Bank received the Instruction; and (ii) the Instruction is in the form required by the Bank, the information is complete and is delivered to the location designated by the Bank. For purposes of this Section, "Business Day" means a day on which the Bank is generally open for business in the jurisdiction where the Account is maintained. Stop payment Instructions, unless otherwise provided, will be valid for one (1) year and will automatically renew up to six (6) additional years unless the Bank receives Customer's revocation of a stop payment Instruction. The Customer may request, through the Bank's call center or other authorized representative, a non-renewable stop payment, which will be effective for a period of time agreed to by the Bank. The Bank shall not be liable for any Item properly paid or cashed prior to the effective time of a stop payment request. The Customer acknowledges that a stop payment instruction does not limit or vary its obligation to pay the subject Item and, notwithstanding a stop payment instruction, the Bank may properly pay such an item to a person entitled to enforce it.

4.11 Standard of Care. Any Item issued by the Customer drawn on its Account shall be deemed to be endorsed in the name of the payee if: the Item is endorsed or deposited into an account in a name that is substantially similar to that of the payee; the payee is a fictitious person; the Customer was wrongfully or erroneously induced to issue the Item payable to the stated payee; the deposit of the item was accomplished by an employee entrusted with responsibility for the Item or person working in concert with such an employee; or the Customer or payee failed to act with ordinary care with respect to the Item. The Bank shall not be liable for any loss caused by the alteration or unauthorized signature or endorsement on any Item issued by the Customer, unless the Customer establishes that the Bank failed to handle the Item with ordinary care, and that such failure substantially contributed to the loss. If the Bank's failure to act with ordinary care substantially contributed to the loss on the item, the loss shall be allocated between the Customer and the Bank based upon the extent to which their respective failures to exercise ordinary care contributed to the loss. The Bank may process any Item by electronic means and is not required to inspect the Item payed by automated payment processing.

4.12 Non-Standard Items. The Customer assumes responsibility for losses that the Customer or the Bank may incur as the result of Customer issuing Items that do not meet industry standards for Items (including, without limitation, any Item printed without magnetic ink character recognition (MICR), any Item which has a MICR line in a location unacceptable to Bank, or any Item which may be printed on various printing devices that allow size or font to vary).

Section 5 of the Account Terms (Funds Transfer Instructions) is amended by adding the following provisions:

5.4 Foreign Exchange.

(d) If the Bank accepts a funds transfer Instruction issued in the Customer's name for payment from its Account in the Account Currency to a beneficiary account the Bank determines is a Non Account Currency account, the Bank is authorized in its discretion to enter into a foreign exchange transaction to convert the Account Currency funds into an amount of the relevant Non-Account Currency of such beneficiary account and complete the funds transfer as provided in Section 5.4(a) above.

5.6 Funds Transfer by Check. If the Customer, through the Bank's funds transfer services, requests that payment be made by check, the Customer authorizes the Bank to debit the Customer's Account on receipt of the Instruction and to issue a check as agent for the Customer in accordance with the Instruction. If the Customer requests the Bank to place a stop payment on the check before the check has been presented for payment, such request must be clearly identified as a stop payment request, including the reference number given for the transaction, and it must be received by the Bank at a time and in a manner designated by the Bank from time to time. If the check is not presented for payment within one hundred eighty (180) days after issuance, the Bank may place a stop payment on the check and transfer the funds back to the Account.

5.7 Credit Entries Received Through Automated Clearing House (ACH) System. Credit given by the Bank to the Customer for an ACH credit entry shall be provisional, until the Bank receives final payment. If the Bank does not receive final payment, the Bank may revoke the provisional credit and charge back the amount of the entry to the Account, or obtain a refund from the Customer, in which case the originator of the credit entry shall not be deemed to have paid the Customer the amount of such entry. The Bank shall not be obligated to notify the Customer of the receipt of a payment order or ACH entry for credit or debit to an Account.

5.8 Same Day Amend and Cancel. The Customer may subscribe to a service to enable same day amendment and cancellation of payment orders. All cancellation or amendment messages sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer.

5.9 Priority/Timed. The Bank will determine the order in which it processes payment orders. If the Customer's payment order bears the codeword "PRIORITY" in such field as the Bank specifies, the Bank will use reasonable efforts to execute such payment order in advance of the Customer's standard payment orders. If the Customer's payment order bears the codeword "TIMED" in such field as the Bank specifies, the Bank will endeavor, but will have no obligation, to process the payment order by the time requested by the Customer within the payment order. For "TIMED" payment orders, funds in the Customer's Account are reserved by the Bank on the payment value date until processed. For the avoidance of doubt, all payment orders are subject to the Bank's acceptance, and the Bank will have no liability for failure to process payments by the time requested by the Customer.

5.10 Real Time Payments. Payments received through the Real Time Payment System operated by The Clearing House Payments Company LLC ("RTP System") will be processed pursuant to the RTP Operating Rules and any other applicable Rules & Regulations, to which the Customer agrees to be bound. If the Customer receives a payment through the RTP System on behalf of another person or entity, such other person or entity must be a resident of, or otherwise domiciled in the United States. In the further transmission of any such payments, the Customer agrees to comply with all applicable US laws and regulations, including, without limitation, those administered by the US Office of Foreign Assets Control.

5.11 Messaging Standards. To the extent there is any inconsistency between a fund transfer financial messaging standard and the governing law set forth in Section 16.1, the governing law set forth in Section 16.1 will govern.

Section 6 of the Account Terms (Interest; Fees; Taxes) is amended by adding the following provisions:

6.4 Earnings Credit Account Analysis.

(1) The Customer may instruct the Bank to calculate and apply the Earnings Credit Account Analysis service (the "ECR Service") on eligible Accounts. The Bank will calculate a credit (the "Earnings Credit") by applying an earnings credit rate (the "ECR") to all or a portion of the balances held in the eligible Account (the "ECR Balance").

(2) The Bank will apply the Earnings Credit calculated for each billing period as an offset (an "ECR Application") against fees and charges actually incurred by the Customer during the same billing period for the use of the Bank's products or services, including, fees and charges related to certain products or services of the Bank and/or its affiliates (the "Charges"). The Bank shall determine the manner and sequence of the ECR Application in its sole discretion. Any excess Earnings Credit remaining after an ECR Application expires immediately and will not be carried forward or backward in relation to the billing period in which the Fees are charged. The Customer remains responsible for paying all remaining Charges after the ECR Application.

(3) The Customer hereby acknowledges and agrees that: (i) Earnings Credit is not interest for tax purposes and, unlike interest from a tax perspective, is not and will not be paid by the Bank to the Customer and has no equivalent cash value, (ii) Earnings Credit earned by the Customer may be utilized in an ECR Application against Charges owed by a different affiliate, subsidiary or related entity that agreed to participate in this ECR structure by executing the required terms; and (iii) various branches, subsidiaries and certain affiliates of the Bank may transfer to any other branch, subsidiary or affiliate of the Bank (a) any Earnings Credit earned by the Customer or any of its subsidiaries, affiliates or related entities and/or (b) their respective rights to receive payment in relation to Charges incurred by the Customer or its affiliates, subsidiaries, or related entities who are participating in the ECR Service.

(4) The Customer represents and warrants to the Bank that it has made and will continue to make an independent assessment of the legal, regulatory, accounting, and tax implications of entering into this Addendum and the ECR Service, and acknowledges that the Bank makes

no representation as to how the ECR Service or the Earnings Credit will be interpreted or treated for legal, tax, accounting or any other purpose.

(5) The Bank, in its sole discretion, may terminate the ECR Service for any reason immediately. The Customer may terminate the ECR Service at any time upon notice to the Bank, provided, however that the Bank shall have a reasonable opportunity to act upon any termination request.

Section 7 of the Account Terms (Account Statements) is amended by adding the following provisions:

7.2 Images Sufficient. The Customer acknowledges that Account Statements and images of paid Items are available to it and are sufficient to allow it to make all examinations and reports of Account activity including errors, as required in this Section. The Bank is not required to return paid or cancelled Items with the Account Statement.

7.3 Obligation to Inspect. The Customer must notify the Bank in writing, within a reasonable period of time not to exceed 60 calendar days of the date of an Account Statement, of (i) the failure to receive the Account Statement, or (ii) any errors, unauthorized payments, charges, alterations, discrepancies or irregularities reported on the Account Statement ("Errors"). The Customer must notify the Bank in writing of any unauthorized, improper, or missing endorsements within six (6) months after the date of the Account Statement on which the Item was reported to have been paid. The Customer must provide the Bank with all information necessary for the Bank to investigate any claim based upon an endorsement or Error and must provide all supporting evidence that the Bank requests. Failure to comply with the time frames set forth above shall be deemed conclusive proof that the Customer failed to exercise reasonable care and promptness in examining Account Statements and paid Items or identifying Errors and that such failure may cause subsequent loss to the Bank. If the Customer fails to comply with the notice requirements set forth above, the Bank is not required to reimburse the Customer for the Customer's claimed loss and the Customer shall be barred from bringing any action against the Bank.

7.4 Inactive Accounts. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of six (6) or more months, the Bank is not required to provide an Account statement until additional activity occurs in the Account. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of twelve (12) or more months, the Customer may be unable to access the Account until the Customer contacts the Bank.

7.5 Advice Services. The Customer may subscribe to Bank services for the delivery of account-related information ("Advices") to a party designated by the Customer, including information relating to credits and debits to a Customer account, and the return or rejection of certain payments. Advices may be sent via SWIFT, electronic mail, facsimile transmission, ordinary mail, telephone, through internet sites, or as otherwise agreed by the parties. The Customer is responsible for maintaining the accuracy of the information that is required for delivery of Advices, including the address, telephone and/or facsimile number of the recipient and, if applicable, the messaging components and conditions that will trigger the transmission of the Advices.

Section 10 of the Account Terms (Agents; Information) is amended by adding the following provision:

10.4 Offshoring. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. The Customer authorizes Bank to transfer Customer information to such affiliates, branches or units at such locations as the Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

Section 15 of the Account Terms (Account Disclosures) is amended by adding the following provisions:

15.5 Withdrawal Limitations on Certain Account Types. U.S. federal regulations limit the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions (including check, draft, debit card or similar order payable to third parties) that can be made from a savings account (including a savings sub-account (as described below) and a money market deposit account) to a total of six (6) per calendar month or statement cycle or similar period. The Customer agrees to comply at all times with such restrictions. Exceeding these withdrawal limits may result in the Bank converting the savings account into a non-interest bearing demand deposit account, with any attendant changes in pricing and account terms and conditions. Further, the Bank is required by U.S. law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a savings account (including a savings sub-account) or an interest-bearing negotiable order of withdrawal account ("NOW Account").

15.6 NOW Accounts. The Customer, if eligible, may open a NOW Account. There is no limit on the number of withdrawals that the Customer may make from the demand deposit or NOW sub-account.

15.7 Administrative Subaccounts. The Bank is authorized, for regulatory reporting and internal accounting purposes, to divide an Account: (i) in the case of a demand deposit checking Account, into a non-interest bearing demand deposit sub-account and a non-interest bearing savings sub-account; (ii) in the case of a NOW Account, into an interest bearing NOW sub-account and an interest bearing savings sub-account, and, in both cases, to transfer funds on a daily basis between these sub-accounts in accordance with U.S. law at no cost to the Customer. The Bank will record the sub-accounts and any transfers between them on the Bank's books and records only. The sub-accounts and any transfers between them will not affect the Account number, balance requirement or use of the Account, except as described herein.

15.8 Savings Subaccounts. The Bank will establish a target balance for the Customer's demand deposit or NOW sub-account, which it may change at any time. To the extent funds in the demand deposit or NOW sub-account exceed the target balance, the excess will be transferred to the Customer's savings sub-account, unless the maximum number of transfers from the savings sub-account for that calendar month or statement cycle have already occurred. If withdrawals from the demand deposit or NOW sub-account exceed the available balance in the demand deposit or NOW sub-account, funds from the Customer's savings sub-account will be transferred to the demand deposit or NOW sub-account up to the

entire balance of available funds in the savings sub-account to cover the shortfall and to replenish any target balance that the Bank has established for the demand deposit or NOW sub-account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the Customer's savings sub-account, and such funds will remain in the demand deposit or NOW sub-account for the remainder of the calendar month or statement cycle.

15.9 Branch Designation. The Bank, for its administrative purposes may designate a branch of the Bank as the branch of record of an Account which may be different from the branch at which the Account is opened. This designation requires no action on the part of the Customer and will not change the Bank's operations, Services or customer support.

15.10 No Fiduciary Relationship. Bank's relationship with Customer concerning the Accounts is that of a debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between Bank and Customer or any third parties regarding the Accounts.

Section 16 of the Account Terms (Governing Law) is amended by replacing Section 16.1 with the following provision:

16.1 Except as otherwise agreed in writing by the Bank and the Customer, the rights and obligations of the Customer and the Bank in respect of each Account maintained in the U.S. shall be governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws rules). Each of the Customer and the Bank irrevocably and unconditionally submits to the exclusive jurisdiction and venue of any State or Federal court sitting in the City of New York, New York over any action, suit, proceeding, claim or controversy arising out of or relating to the Account Terms which includes this Addendum. The rights and remedies of the Bank under this Addendum, the Account Terms, the Account Documentation, the Service Terms, and any other agreement by the Customer in favor of the Bank are in addition to the rights and remedies of the Bank under applicable law (as provided above in this Section), are cumulative and may be exercised successively or concurrently, and are retained by the Bank.

Section 16 of the Account Terms (Governing Law) is amended by adding the following provision:

16.4 In the event the Bank is required to remit funds to any state as abandoned property, the Account may be charged for fees in remitting funds to that state. In addition, the Bank may charge fees in connection with its handling of dormant funds and accounts.

Section 17 of the Account Terms (Miscellaneous) is amended by adding the following provisions:

17.15 When the Customer provides the Bank any information requested by the Bank under its "Know Your Customer" or Anti-Money Laundering or other compliance polices pertaining to any natural or other persons, the Customer represents and warrants to the Bank that the Customer has obtained that person's consent that the Bank may make continued use of that person's information in order for the Bank to discharge any of its responsibilities in connection with "Know Your Customer" or Anti-Money Laundering, or other compliance purposes.

17.16 Beneficial Ownership. Customer agrees to adhere to the FinCEN Customer Due Diligence final rule which requires certain entities to provide and certify beneficial ownership information to the Bank at 10% and provide information on a controller when opening a new USD account. The Bank is required to collect and validate certain information (e.g. Name, Address, DOB, SSN or Passport # for non US individuals) for new accounts impacted by the rule. If an entity is exempt from rule, the Bank may require documentation to support the exemption.

17.17 Payable Through Accounts. If the Customer is a bank or financial institution and is not organized under the laws of the U.S., it shall not permit its customers to conduct banking transactions in the U.S. through the Customer's Account, and shall not provide its customers with check stock, drafts, wire transfer capabilities or any other means which would enable its customers to draw on the Customer's Account. These types of arrangements are typically called "payable through accounts" and are prohibited under these Account Terms. The Customer acknowledges that the sale of U.S. dollar checks or drafts to third parties is prohibited without the express written approval of the Bank.

17.18 No Advice. The Customer acknowledges and agrees that the Bank has not provided and will not provide any investment, tax or accounting advice or recommendation in relation to the Accounts or any investments made under any Service.

17.19 ERISA Status. The Customer will notify the Bank in writing, reasonably in advance of the Account opening, if any Accounts or monies it holds or places with the Bank are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), together with all the rules promulgated thereunder, or Section 4975 of the Internal Revenue Code, together with all the rules promulgated thereunder. The Bank may, in its sole discretion and subject to such further conditions as it may impose, including, without limitation, execution of further documentation in form and manner acceptable to the Bank, permit the holding of such Accounts or deposits or receipt of funds.

17.20 Additional Representation for ERISA Benefit Plans

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(i) If the Customer is or represents a "benefit plan," as defined in Section 3(42) of ERISA, and U.S. Department of Labor Regulations Section 2510.3-101, as modified by Section 3(42) of ERISA (together, the "Plan Asset Rules" and each such benefit plan investor, a "Benefit Plan"), or is acting on behalf of one or more Benefit Plans, the Customer represents and warrants that:

(6) the Bank has not or will not provide advice with respect to the services obtained by the Benefit Plan.

(7) the Benefit Plan fiduciary (the "Plan Fiduciary") is independent of the Bank, and is not an individual acting for his or her own Individual Retirement Account, and such Plan Fiduciary is either (a) a bank as defined in Section 202 of the Investment Advisers Act of 1940 (the "Advisers Act"), or similar institution that is regulated and supervised and subject to periodic examination by a State or Federal agency; (b) an insurance carrier which is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of assets of a Benefit Plan; (c) an investment adviser registered under the Advisers Act or, if not registered as an investment adviser under the Advisers Act by reason of paragraph (a)(1) of Section 203A of the Advisers Act, is registered as an investment adviser

under the laws of the state in which it maintains its principal office and place of business; (d) a broker-dealer registered under the Securities Exchange Act of 1934, as amended; or (e) has, and will at all times have, total assets of at least U.S. $50,000,000 under its management or control;

(8) the Plan Fiduciary is capable of evaluating investment risks independently, both in general and with respect to the Accounts and Services;

(9) the Plan Fiduciary is a "fiduciary" with respect to the Benefit Plan within the meaning of Section 3(21) of ERISA, Section 4975 of the Code, or both, and is responsible for exercising independent judgment in evaluating the receipt of Services by the Benefit Plan;

(10) the Bank has not exercised any authority to cause the Benefit Plan to agree to these Account Terms; and

(11) the Plan Fiduciary has been informed (a) that the Bank is not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity in connection with the Services; and (b) of the existence and nature of the financial interests of the Bank, as disclosed in the Account Terms and Service Terms.

(ii) The representations and covenants in the above clauses are intended to comply with the U.S. Department of Labor's Reg. Sections 29 C.F.R. 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997). If these regulations are revoked or repealed, these representations shall be deemed no longer in effect.

17.21 FDIC Part 370 Disclosure. If the Customer's Account is eligible for "pass through" deposit insurance from the Federal Deposit Insurance Corporation (the "FDIC") as set forth in the Federal Deposit Insurance Act and 12 CFR § 330, then the Customer acknowledges and agrees that if the Bank becomes insolvent or enters into receivership (hereinafter a "Bank Receivership"), the Customer will: (a) cooperate fully with the Bank and the FDIC in connection with determining the insured status of funds in each Account, and (b) provide the FDIC with the information that identifies each beneficial owner and its interest in the funds in each such Account within 24 hours of the Bank Receivership, unless it falls within one of the enumerated exceptions in 12 CFR 370.5(b). The information described in (b) must be sent to the Bank in the format specified by the FDIC (see: www.fdic.gov/regulations/resources/recordkeeping/index.html). The Bank shall provide the Customer an opportunity to validate its capability to deliver the information described in (b) in the format specified by the FDIC so that a timely calculation of deposit insurance coverage for the Account can be completed.

The Customer further acknowledges and agrees that following a Bank Receivership: (i) a hold will be placed on each Account once a receiver of the Bank is appointed so that the FDIC can conduct the deposit insurance determination and such hold will not be released until the FDIC obtains the necessary data to enable the FDIC to calculate the deposit insurance coverage for each Account; (ii) its failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against the Customer from the beneficial owners of the funds in the applicable Account; and (iii) failure to provide the data the FDIC requires may result in the applicable Account being frozen until the information is received, delaying receipt of FDIC insurance proceeds.

Notwithstanding other provisions in this Agreement, this section survives after the FDIC is appointed as the Bank's receiver, and the FDIC is considered a third party beneficiary of this section.

AVAILABILITY POLICY - FOR ACCOUNTS MAINTAINED IN THE U.S.

The Bank's policy is to make funds available to the Customer on the same, next or second business day after the day of deposit depending on the type of deposit and when the deposit is made as described below. If the Customer will need the funds from a deposit immediately, the Customer should ask the Bank when the funds will be available.

A. **Determining the Day of a Deposit.** If a deposit is made to an account on a business day before the Bank's cutoff time established for that location (which will be no earlier than 2 p.m. local time), then the Bank will consider that day to be the day of deposit. However, if a deposit is made after the cutoff time or on a day that is not a business day, then the Bank will consider the deposit to have been made no later than the next business day. For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Availability with respect to any deposit will be determined by the location of the banking center or other facility where the deposit was received. For deposits made at the Bank's automated teller machines (ATMs) the cutoff time is 11 p.m. Eastern Time unless otherwise noted on the ATM screen.

B. **Same Day Availability.** Funds from the following deposits made at a banking center or at an ATM that do not require deposit envelopes will be available on the business day the Bank determines the deposit is made:

- Cash;
- Wire transfers; and
- Electronic direct deposits to an account.

C. **Next Day Availability.** Funds from the following deposits are available on the first business day after the business day the Bank determines the deposit is made:

- U.S. Treasury checks that are payable to the Customer;
- Checks drawn on a Bank affiliate that holds the applicable account (excluding a Controlled Disbursement site); and
- At least, the first $275 from a day's total deposits.

If the deposit is made in person to a Bank employee, funds from the following deposits are also available on the first business day after the business day the Bank determines the deposit is made:

- State and local government checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center is used;
- Cashier's, certified, and teller's checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center, is used; and
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to the Customer.

If a special deposit slip is not used, availability of funds from these deposits will follow the schedule identified in the Availability of Other Check Deposits section below.

D. **Availability of Other Check Deposits.** Generally, funds from all other deposits of checks drawn on banks (as defined in Federal Reserve Regulation CC) will be available no later than the second business day after the day of deposit. Checks that require special handling may receive delayed availability. The amount of funds available to the Customer will be reduced by the amount of any deposited check that is returned unpaid. If the Bank reprocesses the check, the funds will become available no later than the second business day after the business day in which the check is reprocessed.

E. **Longer Delays May Apply.** In some cases the Bank may not make all of the funds that are deposited by check available. Depending on the type of check deposited, funds may not be available as set forth above. However, the first $275 of the aggregate deposit will be available on the first business day after the day of deposit.

If the Bank is not going to make all of the funds from a deposit available at the times shown above, it will notify the Customer and specify when the funds will be available. If a deposit is not made directly to a Bank employee, or if the Bank decides to take this action after the Customer has left the premises, the Bank will mail or otherwise send the notice to the Customer by the business day after the day of deposit.

Funds deposited by check may be delayed for a longer period under the following circumstances:

- The Bank believes a deposited check will not be paid;
- Deposited checks for all of the Customer's accounts total more than $6,725 in any one day;
- The Customer redeposited a check that has been returned unpaid;
- The Customer has overdrawn one or more of its accounts repeatedly in the last six months; or
- There is an emergency, such as failure of communications or computer equipment.

In such circumstances, funds will generally be available no later than the seventh business day after the day of deposit. Inclement weather or transportation problems may lead to additional delays under certain availability schedules. Customer may have specific availability schedules related to a banking service.

F. **Special Rules for New Accounts.** If the account is a new account, the following special rules may apply during the first thirty days the account is open:

- Funds from deposits of the first $6,725 of that day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks payable to the Customer will be available on the first business day after the day of deposit. The excess over $6,725 will be available no later than the ninth business day after the day of deposit. If the deposit of checks (other than U.S. Treasury checks) is not made in person to one of the Bank's employees, the first $6,725 may not be made available until the second business day after the day of deposit; and
- Funds from all other check deposits will be made available no later than the fifteenth business day after the day of deposit.

G. **Large Dollar Deposits.** The U.S. Federal Reserve Banks will not forward process any Item over $99,999,999.99 and considers such Items as "non-cash items." Such Items should not be deposited in the Account. If Customer does deposit such an Item, the Bank may refuse to process such Item or handle it as a collection Item. If handled as a collection Item, Customer credit and availability will be deferred accordingly.

This Availability Policy and availability schedules may be changed without notice.

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V5.7_04_30_25

Consolidated Service Terms

J.P. Morgan Chase provides an array of treasury services to meet your business needs. This booklet contains important information about J.P. Morgan Chase solutions that we provide. If you would like to add a service that is covered in this booklet, please contact your Commercial Banking Representative.

TREASURY SERVICES (UNITED STATES) COMMERCIAL BANK

Welcome to JPMorgan Chase Bank, National Association ("J.P. Morgan", "Chase", or "Bank"). We are pleased that you have decided to maintain a banking relationship with us. This Consolidated Service Terms booklet ("Booklet") contains the terms and conditions for certain cash management services ("Service Terms") J.P. Morgan may provide to you. By executing the Account Terms Acceptance Letter, Certificate Regarding Accounts, Business Signature Card, service implementation form or similar document, or by using or continuing to use any of the services referenced herein after receipt of this Booklet, you agree that the Service Terms included in this Booklet, in addition to the Account Terms and such supplements, amendments, notices and additional service terms provided to you from time to time will govern your existing and future deposit accounts maintained with us, in addition to those services that the Bank provides to you, as applicable.

This Booklet includes Treasury Services Service Terms applicable to all Commercial Banking customers. All Service Terms are subject to the Bank's Account Terms. Any modifications to this Booklet, including but not limited to any changes, amendments, deletions, and/or additions, will not be binding upon the Bank unless such modifications are acknowledged and agreed to it writing by an officer of JPMorgan Chase. JPMorgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

We look forward to serving your business needs and thank you again for choosing Chase.

SERVICES FOR CUSTOMERS

A.	ACH Origination Service Terms	V2.2_10_28_22
B.	ACH Transaction Blocking with ACH Positive Pay and ACH Transaction Review Service Terms	V1.4_09_27_24
C.	Lockbox Service Terms	V1.5_05_20_21
D.	Coin and Currency Service Terms	V1.6_12_06_19
E.	Positive Pay Reverse Positive Pay and Payee Verification Service Terms	V1.5_01_04_23
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I.	ACH Tax Payment Service Terms	V1.2_04_30_25
J.	Remote Capture Services Terms	V1.4_07_21_23
K.	JP Morgan TS Electronic Channels Service Terms	V4.4_01_24_25
L.	Healthcare Link Processing Service Terms	V1.3_08_25_22

SERVICE TERMS – CONSOLIDATED SERVICE TERMS BOOKLET

The services described herein (each a "Service") are subject to the Bank's Account Terms (as may be amended from time to time), which are hereby incorporated by reference into each Service Terms. By using any of the Services described hereunder, the Customer acknowledges that it has received and agreed to the Account Terms, as supplemented by these Service Terms. Capitalized terms in the Service Terms, unless otherwise defined herein, shall have the meanings set forth in the Account Terms

ACH ORIGINATION SERVICE TERMS

V2.2_10_28_22

The origination of ACH Entries and the transmission and issuance of other transactions and information will be pursuant to these Service Terms and the Operating Rules and Guidelines (collectively the "Rules") of the National Automated Clearing House Association. Capitalized terms used in these ACH Service Terms, unless otherwise defined in the account documentation or these Service Terms, shall have the same meanings as set forth in the Rules. Customer and **JPMorgan Chase Bank, N.A.** (the "Bank) agree to comply with and be bound by the Rules as in effect from time to time.

1. Service. Bank provides automated clearing house ("ACH") origination services that will enable Customer to do one or more of the following:

- originate ACH Debit Entries;
- originate ACH Credit Entries; and
- instruct the Bank to issue or transmit prenotifications, reversals, requests for return, notifications of change or other information pertaining to the Entries.

Origination of ACH Credit Entries and origination of ACH Debit Entries are two separate services and approval or set up for one ACH service does not automatically create the ability to utilize the other. Further, the Customer's origination of WEB, TEL and IAT Entries requires additional pre-approval by the Bank; if the Customer attempts to originate such Entries without first obtaining such approval, the Entries may be suspended, delayed or rejected pending completion by the Bank of product due diligence, know-your-customer and/or other review as the Bank determines to be necessary in its discretion. The Rules and these Service Terms shall apply to all Entries, whether or not transmitted through an ACH Operator.

It is Customer's responsibility to provide Entries and instructions to Bank with all the necessary information to complete Customer's requested transactions. Customer agrees to transmit Entries to Bank in the manner, at the times and in accordance with approved media, content and format as agreed by Bank and Customer. Bank may reject or delay processing transactions or information if instructions are not complete or are inaccurate, contain an inactive Company ID or otherwise do not meet the criteria Bank specifies for acceptance. All requests to Bank must be received by Bank before Bank's established cut-off time in order for processing to commence on that ACH processing day. Any request that is incomplete or that Bank finishes receiving after the relevant cut-off time will be processed by Bank on the next day Bank processes ACH transactions. All transactions are subject to acceptance by Bank. Bank will notify Customer of any transactions or other transmissions that are rejected or returned. If Customer wants Bank to re-process those transactions or transmissions, Customer must correct them and re-submit them. Customer agrees to furnish Bank with copies of any authorizations or notifications, if requested, as well as any other information reasonably requested by Bank relating to Entries originated by the Customer. Customer shall provide Bank's auditors and other personnel with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of auditing Customer's compliance with these Service Terms and the Rules.

2. Security and Data Protection Procedures. All instructions received by Bank in Customer's name are subject to verification pursuant to mutually agreed security procedures. If Bank follows those procedures, Bank may process and transmit transactions or information in Customer's name**.** Unless Customer and Bank both otherwise agree, transmissions to Bank will be authenticated and/or encrypted using commercially reasonable security technologies meeting standards acceptable to Bank. If Customer uses a security procedure other than as described above, Customer acknowledges that Customer refused Bank's security procedure and chose another and Customer agrees to be bound by any transaction, whether or not authorized, issued in Customer's name and accepted by Bank in compliance with the security procedure Customer chose. If Customer elects not to utilize recommended message authentication and/or encryption technology, Customer assumes all responsibility for unauthorized disclosure or unauthorized access to Customer's data that occurs during transmission or while such data is in storage. Customer shall not disclose any Receiver's account number or routing number to any third party for such third party's use, directly or indirectly, in initiating a separate Debit.

3. Settlement and Exposure Limits. On the settlement date, Bank will credit Customer's account with Bank that Customer specifies for the total of:

- Customer's Debit Entries that Bank processed for settlement that day;
- RCCs issued for deposit to Customer's account on that day; and
- any returned or reversed Credit Entries.

Bank may delay the availability of funds deposited into Customer's account by Debit Entry or RCC until those transactions cannot be reversed in accordance with the Rules or applicable law.

Bank will debit Customer's account with Bank that Customer specifies for the total of Credit Entries processed in Customer's name and for any returned Debit Entries and RCCs. Bank may require Customer to pay Bank the amount of any Credit Entries on the date of transmission to Bank or otherwise prior to the settlement date. Bank also may require Customer to maintain collateral with Bank in an amount Bank specifies.

Bank may from time to time establish or revise maximum dollar limits for the total value of all outstanding files of Credit Entries and/or Debit Entries and RCCs that Bank will release on Customer's behalf. Bank may change or cancel the limits at any time without prior notice to Customer; although Bank will try to notify Customer before Bank does that.

4. **Warranties; Indemnity.** Except as specified below, Customer will be deemed to make the same warranties to Bank as Bank makes pursuant to the Rules. In the case of an Entry to another account with Bank, warranties will be deemed to be given as of the time Bank first processes the Entry. Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the Rules or the conformity of Entries and other data Bank transmits to the file specifications contained in the Rules. The Customer further represents, warrants and covenants that (a) each Entry and RCC it originates will comply with all applicable U.S. laws and regulations and acknowledges that Entries may not be initiated that violate the laws of the United States, (b) unless Customer has identified itself to Bank as a Third Party Sender (as defined in Section 7) and obtained Bank's express consent to originate Entries as a Third Party Sender, Customer will not originate any Entries, or use any of its Company IDs to originate Entries, on behalf of third parties (including, without limitation, any affiliate of Customer), and (c) Customer will not permit a third party to originate Entries using a Customer account as the offset account unless Customer obtains Bank's express consent to do so.

   Customer agrees to indemnify Bank and Bank's employees, officers, directors and agents, and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) resulting directly or indirectly from (a) Customer's breach of any warranty made under these Service Terms and (b) compliance by Bank and the RDFI with any request Customer makes for a cancellation, stop payment, reversal or recall of any Entry or any RCC created by Bank under Section 1 hereof.

   Bank shall have no responsibility for any delay by any ACH Operator or RDFI in processing any Entry the Bank transmits to the ACH Operator or failure to process or credit or debit any such Entry.

5. **Stop Payments; Reversals and Recalls; Rejections.** Customer's instruction to cancel, stop payment of, reverse or recall one or more Entries must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the RDFI. Instructions to reverse or recall an ACH Credit Entry that are not initiated by Customer in time to meet the prescribed NACHA deadline for reversals may be originated by Bank as a Debit Entry; Customer shall obtain authorization from the Receiver in accordance with the Rules for any such Debit Entry and all other terms of these Service Terms applicable to Debit Entries shall apply. Entries or other instructions may not be amended or modified.

   If Customer originates Debit Entries to an account or accounts at a financial institution that is not a Participating Depository Financial Institution in the ACH system (such account hereafter called a "Non-ACH Eligible Account"), all such Debit Entries will be rejected unless Customer subscribes to a service, subject to Bank's prior consent, pursuant to which Bank will process each such Debit Entry to a Non-ACH Eligible Account by preparing a remotely created check, as such term is defined in Federal Reserve Regulation CC (an "RCC"), on the Customer's behalf. The RCC will be drawn in the amount and on the Non-Eligible ACH Account of the individual or entity specified as the receiver in the Customer's instructions and will be deposited to the Customer's designated account with Bank, Such RCC will thereafter be processed through the check clearing system. If the Customer is using such service, the Customer hereby authorizes the Bank to create each RCC as described herein and the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn authorized the issuance of such RCC in the amount and to the payee stated in the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC. All other terms herein related to Entries shall also apply to RCCs created under this Section. The Bank shall not create or process RCCs or other paper drafts in lieu of ACH Debits under any circumstances other than for Non-ACH Eligible Accounts and only when the Bank has consented to provide such service, even if the Customer includes an instruction in its file for the Bank to otherwise originate an RCC or paper draft.

6. **Third Party Service Providers.** Customer may choose to use a third party service provider or service bureau to issue Entries or other instructions, handle returned Entries or perform other functions for and on Customer's behalf. If Bank accepts such Entries or other instructions, Customer will be bound by them. Customer is responsible for all actions taken or not taken by Customer's provider and Customer is responsible for all costs and expenses of Customer's provider.

7. **Notification to Bank if Customer is or Becomes a Third Party Sender.** Customer will not initiate Entries as a Third Party Sender or otherwise originate Debit Entries or Credit Entries on behalf or for the benefit of other persons or entities without prior notification to, and approval of, the Bank. Accordingly, Customer will notify Bank if Customer at any time intends to become a Third Party Sender and will not commence and will not commence such activity unless and until Bank approval is obtained.

8. **IAT Entries.** If Customer is originating Entries that are required to be formatted under the Rules as IAT Entries, Customer will comply with all applicable Rules relating thereto, and Customer will originate such Entries only through one of Bank's ACH origination channels that support IAT origination. Some of Bank's ACH origination channels do not accommodate IAT Entries; upon request, the Bank will advise Customer as to which of Bank's ACH origination channels can be used for IAT origination.

   If a foreign currency conversion is performed by Bank in connection with an IAT Entry, Customer acknowledges that the foreign currency exchange rates fluctuate, and accepts the risk of such fluctuation, including fluctuations in rate between the time Customer submits the Entry Data Instructions and the time the transaction is executed and/or reversed, returned or recalled. Any payment returns and/or reversals will be credited to Customer's account in the currency in which Customer's account is denominated, and Customer is responsible for any rate fluctuations.

   In the event of an erroneous or duplicate IAT Entry originated for payment to a receiving bank outside the United States, the rights of Bank and Customer with respect to reversal or recall of such Entry are subject to the laws, regulations and payment system rules of the receiving bank's jurisdiction.

   Customer acknowledges and agrees that IAT Entries may be delayed in processing or posting due to the Bank's or RDFI's review of such Entries for OFAC compliance. Further, Customer understands and acknowledges that unlike PPD Credit Entries, there is no requirement under the Rules that IAT Credit Entries that are made available to an RDFI by its ACH operator by 5:00 pm on the banking day prior to the Settlement Date be made

available to the Receiver at the opening of business on the Settlement date; cleared IAT Credit Entries must be made available no later than the Settlement Date of the Entry, but funds are not required to be available at opening of business on the Settlement Date.

9. Same Day Entries. The terms set forth in this Section 9 apply to any Same Day Entry, as such term is defined in the Rules, originated by the Customer**.** From and after the effective date specified under the Rules for Same Day Credit Entries and Same Day Debit Entries (or such other dates as may be communicated to the Customer by the Bank), subject to the conditions set forth in this Section 9, any Credit Entry or Debit Entry submitted to the Bank that meets the criteria set forth in the Rules for a Same Day Entry ("Same Day Criteria") may be processed and released by the Bank in such time and manner as to enable same day processing and settlement by the applicable ACH Operator and RDFI.

The Bank may, in its sole discretion, provide the Same Day ACH Service to its customer segments on either an opt-out basis or an opt-in basis. If the Service is provided to the Customer on an opt-out basis, any Credit Entry or Debit Entry transmitted to the Bank in the name of the Customer that meets the Same Day Criteria may be processed as a Same Day Entry (from and after the Respective Implementation Date), and the Customer will be charged applicable fees for such processing. The Customer may elect to exclude transactions from Same Day ACH processing by notifying the Bank in writing (or by such other means as the Bank may specify) of specified Company IDs that the Customer wants to exclude from Same Day ACH processing even if the Same Day Criteria are met. In such case, the Bank will exclude files/Entries with such Company IDs from the Service. If the Service is provided to the Customer on an opt-in basis, the Customer may request that its originated Entries meeting the Same Day Criteria be processed on a same day basis; otherwise, such Entries will not be processed on a same day basis. As a result of the implementation of the Same Day ACH processing, there may be changes to the posting times for Entries; Same Day ACH Entries as well as Entries originated to accounts of Receivers at the Bank may be posted to Receivers' accounts earlier than posting was occurring prior to implementation of Same Day ACH processing. Notwithstanding anything to the contrary contained in these Service Terms, certain Bank transmission channels will not provide capability for origination of Same Day ACH Entries or will provide such capability at a later time than other channels

10. Incorporation of Account Documentation; Termination. The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services, are incorporated into these Service Terms by reference. By acknowledging or signing the applicable account documentation or by using or continuing to use the ACH Origination Services, Customer agrees to these Service Terms. In addition to Bank's termination rights under the aforementioned documentation, Bank shall have the right to terminate or suspend these Service Terms and the Services upon notice to Customer in the event of the Customer's breach of the Rules.

ACH TRANSACTION BLOCKING ACH TRANSACTION BLOCKING WITH POSITIVE PAY AND ACH TRANSACTION REVIEW SERVICE TERMS V1.4_09_27_24

1. ACH Transaction Blocking

(a) **Service. JPMorgan Chase Bank, N.A.** ("Bank") provides a service that allows Customer to block and return ACH debit and credit entries originated to Customer's account with Bank. Customer can select from a variety of authorization or blocking criteria and advise Bank in a manner and form acceptable to Bank. Bank will return any blocked transaction indicating that the ACH debit was not authorized or that the ACH credit was refused.

(b) **Company IDs.** If Customer elects an option that blocks or allows ACH debits or credits from specified companies, Customer will be solely responsible for obtaining the correct Company ID for each such Originator. Customer must supply the Bank, through the designated user interface, with the applicable ACH Company ID of the Originator as it appears on the Company/Batch Header Record. The Company ID will be the sole criterion for blocking debit and credit entries (unless Customer has also set maximum dollar limits) and Bank will have no obligation to take any other steps to determine the identity of the Originator

Customer understands that Company IDs are not unique and that a Company ID may identify more than one Originator, and one Originator may have multiple Company IDs. Customer understands that Company IDs are not a perfect filter and that transactions from Originators may be blocked or allowed if the Originator uses a Company ID other than the one Customer identifies. Bank will not be responsible for transactions blocked or allowed in accordance with the instructions Customer provides for the Company ID.

2. ACH Transaction Blocking with Positive Pay

(a) **Service**. Bank also provides a service that allows Customers who are currently setup on ACH Transaction Blocking to elect an optional feature which provides notification to Customers prior to posting or return of any ACH debit entries and/or credit entries identified as unauthorized and/or authorized, regardless of established ACH Transaction blocking parameters set by Customer.

(b) Bank will provide such notification to Customer by a method prescribed by Bank, and Customer shall have an opportunity to provide instructions to Bank prior to a designated cut-off time ("Cut-Off Time")s, and in a manner and form acceptable to the Bank, to either (a) allow the debit Entries and/or credit Entries to post rather than returning them (where the Customer's Block Profile rule specifies return of such Entry), or (b) return the debit Entries and/or credit Entries instead of allowing them to be processed (where the Customer's Block Profile rule specifies processing of such transactions). If the Customer does not provide such instructions prior to such designated cut-off time or if an Entry with a same day effective date is received after such designated cut-off time, Bank will disposition such Entries in accordance with the Customer's established ACH Transaction Block Profile rules

(c) Additionally, Customer may provide instructions to Bank prior to a designated Entry cut-off time, and in a manner and form acceptable to the Bank to add allowable or non-allowable IDs to their ACH Transaction Blocking profile rule directly from transactions details presented for decisioning.

(d) Settlement and availability of funds may be delayed as a result of an ACH transaction held until the Cut-Off Time.

3. ACH Transaction Review

(a) **Service.** Bank provides a service that allows Customer to review ACH debit and credit entries originated and posted to Customer's account with Bank and to instruct Bank to return some or all of these transactions. Customer shall use filter criteria available through the service to select the types or categories of incoming ACH debit and/or credit transactions it wishes to review or Customer may elect to review all incoming ACH transactions subject to Section 3(d) below.

(b) **Review and Return Process.** Based upon the filter criteria selected by the Customer, ACH transactions meeting that criteria will be made available for Customer to review not later than a designated time on the banking day following the day on which the transactions are posted to the Customer's account. The details provided by Bank for each entry will include account number, dollar amount, company ID, receiver's name, standard entry class code and settlement date.

(c) Customer shall advise Bank by means of an agreed upon transmission method not later than Bank's designated cut-off time on the same day as transaction information is made available for those transactions, if any, that are unauthorized and that Customer wishes to return. Bank is entitled to rely on any instructions which it receives and which it reasonably believes to be genuine. Bank shall return all such transactions and make corresponding adjustments to the Customer's account to which the transactions had been posted. All transactions reported to Customer as to which Bank does not receive a timely return instruction from Customer will remain posted or be returned based on the Transaction Review profile default decision setting established by the Customer.

(d) **Certain Reviewed Transactions Maybe Returned/Posted Despite Instructions.** Certain transactions reviewed and approved by the Customer may nevertheless be returned by the Bank. This will happen if (i) there are insufficient funds in the Customer's account to cover the amount of an ACH debit or other charge, (ii) a stop payment was previously placed on the transaction, or (iii) the Bank determines the transaction must be returned for legal or regulatory reasons. Certain transactions that the Customer advises should be returned may nevertheless be posted by the Bank; these include ACH debits or credits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

4. ACH Transactions Not Subject to ACH Transaction Blocking, ACH Transaction Blocking with Positive Pay or ACH Transaction Review.

Notwithstanding anything to the contrary in these Service terms, the following types of ACH transactions will not be made available for Customer's review and decisioning:

- debits or credits to Customer's account to offset any ACH entries originated by Customer through Bank ;
- reversals of previously received ACH entries.
- returns or reversals by the RDFI of ACH entries originated by Customer through Bank;
- reclamation entries;
- debits or credits to Customer's account initiated by Bank or Bank's agent or affiliate to correct processing errors, effect back valuations, make other adjustments, or to comply with legal requirements or for fees or charges Customer owes Bank or Bank's affiliates; and
- if Customer is also subscribing to the ACH Transaction Blocking service, any transactions blocked and returned pursuant to that service.

5. Incorporation of Account Documentation. The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services, are incorporated into these Service Terms by reference. By acknowledging or signing the applicable account documentation or by using or continuing to use the ACH Transaction Blocking and/or Transaction Review Services, Customer agrees to these Service Terms.

LOCKBOX SERVICE TERMS

V1.5_05_20_21

JPMorgan Chase Bank, N.A., organized under the laws of U.S.A. with limited liability (the "Bank"), will provide the Customer with the Lockbox Service (as defined below) in accordance with the terms and conditions set forth in these Lockbox Service Terms ("Service Terms"). The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services and other applicable service terms as may be amended from time to time (collectively, the "Account Documentation") and the Statement of Work (as defined below) are incorporated into these Service Terms by reference and form a part thereof. If and to the extent there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms will prevail. By acknowledging or signing the applicable Account Documentation or by using or continuing to use this Service, Customer agrees to these Service Terms.

1. Lockbox Service. The Bank shall provide the Customer remittance processing and deposit services as described in these Service Terms (the "Service" or "Lockbox Service") to support its accounts receivables business needs. Through this Service, the Customer's remittances are sent to a designated post office box ("Post Office Box") and/or delivered to or via courier to the designated Bank location by the Customer. The Bank will maintain the Post Office Box for the Customer's remittances and will have unrestricted and exclusive access to the Post Office Box while providing the Lockbox Service. The Bank may direct the Customer to include specific codes or formats within its assigned address in order to ensure mail is identified correctly. The Customer is responsible for ensuring its customers' payments to Customer are properly addressed in order to prevent delays in processing. Customer agrees not to send cash to the Bank in connection with the Lockbox Service.

The Bank will collect all mail from the designated Post Office Box and deliver it to the Bank's lockbox processing site(s). The Bank will open the mail, process the remittance information and process the checks or cheques (collectively, "checks") eligible for this Service (the "Items") in accordance with the Customer's instructions and the Statement of Work and/or Service Guide (as such terms are defined below), if applicable. Upon completion of the remittance processing work, Bank will image the eligible Items and process them for credit to the Customer account or process for collection the Items received, except: (i) Items which the Customer has instructed the Bank in writing, and the Bank has agreed not to process; (ii) Items which the Bank believes should receive the Customer's special attention; (iii) Items for which the Customer is not the payee, unless (x) the Customer has instructed the Bank to accept all payees or (y) the Customer has provided proper authorization to process for credit or collection of such Items; and (iv) any other matter or merchandise received (collectively, "Remittance Processing"). The Bank will not process such excepted Items or other matters or merchandise, but will forward them to the Customer unprocessed. The Bank assumes no responsibility for the inadvertent processing of Items excepted from processing. The Bank will process credit card payments as point of sale transactions, obtaining authorization as required by applicable card rules; provided, however, the Bank will not place phone calls for authorization of referrals or process credit transactions. The Bank shall not be deemed a merchant processor and shall not be liable for any data entry errors or any chargeback. The Bank assumes no liability for any matter or merchandise received through the Post Office which is not a depositable Item, including cash. Any failure by the Bank to process an Item other than as provided herein does not constitute a failure by the Bank to exercise ordinary care. The Customer irrevocably appoints the Bank (and all persons the Bank designates in connection with the Lockbox Service) to endorse Items with the Customer's name. The Customer shall be liable to the Bank as a general endorser on all Items processed by the Bank and shall be deemed to make all of the warranties of a transferor of such Item under applicable law.

(a) The Customers requiring "Caller Service" or "Business Reply Mail Service" (as such terms are used by the United States Postal Services ("USPS")) or any similar service at the USPS or Canada Post Corporation ("CPC") for remittance collection must obtain prior approval from the Bank. Upon approval, the Customer will secure such services directly with the USPS or the CPC, as the case may be, and ensure the Bank is authorized to collect the mail. The Bank shall not be responsible for delays in processing due to the Customer's failure to pay the USPS or the CPC, as the case may be, for such services or any other action taken or not taken by the USPS or the CPC, as the case may be.

(b) The Bank may, at its sole discretion, provide the Customer additional optional Services including, without limitation, Decision Manager (as defined below), non-deposit remittance Items (i.e., the Bank will process and deposit only Items that meet the Customer directed rules for deposit), early transmission of remittance data, customized grouping and sorting of Items (i.e,, the Customer instructs the Bank to further group and sort the contents of its mail according to criteria specified by the Customer) and imaging and additional data capture requirements of remittance data to create customized transmission files and reporting (collectively, the "Value Add Services"). The Customer shall submit to the Bank a completed implementation requirements document (the "Statement of Work") instructing the Bank to perform the Value Add Services agreed to by the Customer and the Bank. The Customer may receive user guides and other materials ("Service Guides") setting forth the terms and conditions upon which such Value Added Services shall be provided to the Customer by the Bank. The Customer acknowledges and agrees that Remittance Processing and, if applicable, the provision of Value Add Services (collectively, "Pre-Deposit Processing") may result in Items not being deposited until completion of such Pre-Deposit Processing in accordance with Customer's instructions. Decision manager ("Decision Manager") is an exception workflow tool to which clients can subscribe. Upon the Bank's review of the mail and remittance information for Items that do not meet a Customer's specified requirements for deposit (e.g., check and invoice amounts do not match, incorrect payee name, incorrect amount, etc.) or reported as processing exceptions ("Exception Items"), the Bank will notify the Customer of such Exception Items by posting such Exception Items on a designated website or application. The Customer must communicate its decision for Exception Items within the deadline indicated in the Statement of Work. The Customer agrees that the Bank shall not deposit such Exception Items until the Bank receives an instruction from the Customer. If the Customer fails to provide an instruction within the timeline specified, the Bank will either return the Item unprocessed to the Customer or follow the default instruction specified in the Statement of Work.

(c) If the amount of an Item written in words and figures differ, the Item will be processed for amount written in words. If the Item is accompanied by an invoice or statement and the amount on the statement matches the amount written in figures, and the Customer has requested, and the Bank has agreed, to process such Item for the amount written in figures, the Item may be processed for the amount written in figures. In the event the Bank processes the Item for the amount written in figures, the Customer indemnifies the Bank for any claim which may arise from that action.

(d) The Service is limited to Items drawn on domestic banks so to the extent the Bank notices that any Items drawn on foreign banks have been deposited, such Items shall be forwarded to the Customer as unprocessable; provided, however, upon Customer's request, but at the sole

discretion of the Bank, the Bank may process or collect foreign checks on behalf of Customer subject to terms and conditions in the Account Documentation.

2. **Availability Schedule.** The Bank will deposit eligible Items to the Customer's designated deposit account in accordance with the Bank's Availability Schedule provided to the Customer. The Customer agrees that Items that require special handling may receive delayed availability.

3. **Returned Items; Re-presentment.** If any Item is rejected, reversed, or returned to the Bank unpaid for any reason or there is a claim involving an Item deposited to the Customer Account, the Bank will charge back that Item, together with any fees or other amounts allowed on such claims or for returned Items, against the Customer Account, regardless of whether such debit causes an overdraft to the Customer Account. If, however, the Bank has been instructed in writing by the Customer to re-present Items which have been dishonored or returned to the Bank unpaid for reasons other than account closed, the Bank may do so automatically and without notice to the Customer, and the Bank reserves the same rights to debit the Customer Account should any such Items remain unpaid after the re-presentment.

4. **Original Documents; Image Storage.** Unless the Bank has agreed otherwise, the Bank will image all Items and associated remittances and retain original documents on site for no longer than fourteen (14) days. All original documents will be destroyed fourteen (14) days after processing. The Bank will store Imaged Items for a period of seven (7) years from the date of the applicable transaction regardless of any additional imaging service requested by the Customer If the Customer elects, the Bank will provide images of the Items ("Imaged Items") received together with images of related documents ("Imaged Documents"), through a delivery media ("Delivery Media") at the intervals agreed upon between the Bank and the Customer. If the Customer elects storage of Imaged Documents, the Bank will store Imaged Documents for a period of thirty (30) days (Short Term Storage) to ten (10) years (Long Term Storage) from the processing date of the applicable transaction, per the Customer's selection. If the Customer elects to image and not store Imaged Documents with the Bank, such images will be delivered to the Customer through the Delivery Media

5. **Security for Imaged Items.** The Bank has specified Security Procedures for receiving and accessing Imaged Items, Imaged Documents and lockbox transaction data. The Bank is not obligated to send any images or data or allow access through the Delivery Media to any images or data which are not requested or accessed in accordance with the Security Procedures. The Customer acknowledges that once it has accessed images by any Delivery Media, persons having access to the Customer's computers and image archives may have access to the Imaged Items, Imaged Documents and lockbox transaction data.

6. **Accuracy; Legibility.** The information delivered to the Customer through the Delivery Media will be the same as the information in the data entry file provided to the Customer for the applicable time period. If the data entry file contains errors, those errors will also occur on the Delivery Media. The Bank will provide images that are as legible as possible given the legibility of the underlying remittance documents and the selected Delivery Media. The Bank has no liability or responsibility for the condition of the original remittance items provided to the Bank, and it reserves the right to review and approve sample remittance items for legibility prior to providing this Service. The Customer is responsible for reviewing images obtained through the Delivery Media and to promptly notify the Bank of any images that are not clear.

7. **Disclosures.** As between the Customer and the Customer's clients, if applicable, certain payments collected hereunder may be subject to various cut-off times and payment deadlines (the "Disclosures"). The Customer acknowledges and agrees that the Bank has no duty to inquire as to the content of any such Disclosures, is not bound by them, and makes no representations or warranties, explicitly or implicitly, regarding same. The Customer is responsible for ensuring that the processing and payment cut-off times established by the Bank are in compliance with the Disclosures and the Customer's responsibilities under applicable laws and regulations.

COIN AND CURRENCY SERVICE TERMS

V1.6_12_06_19

I. SERVICE

JPMorgan Chase Bank, N.A. (the "Bank") will provide Customer with one or more of the coin and currency services listed below (each a "Service") in accordance with the provisions set forth in these Service Terms. The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services as well as other service guides or material (the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use any of these Services, the Customer agrees to these Service Terms.

II. CASH ORDERS

1. Cash Orders.

The Customer may issue written instructions to the Bank to release United States coin and currency ("Cash") to an armored courier service (the "Courier") as designated by the Customer in accordance with the Bank's guidelines ("Cash Order"). The Customer acknowledges that Cash Orders can be transmitted to the Bank only during such time as set forth in the guidelines. The Bank is authorized to debit the account of the Customer designated in the Cash Order for the amount of a Cash Order (the "Cash"). If the Bank has agreed to such an arrangement, the Customer may also place a Cash Order directly at one of the Bank's branch locations by issuing a check to debit the Customer's account at the Bank or as a "cash for cash" exchange. If there are insufficient funds in the designated account, the Bank is authorized to refuse the Cash Order, to fill a partial Cash Order, to debit the designated account even if such debit causes an overdraft, or to debit any other account of the Customer at the Bank.

2. Cash Limits.

The Bank and the Customer may agree to the amount of Cash that may be delivered pursuant to a Cash Order ("Cash Limit").

3. Discrepancies for Cash Orders.

All Cash Orders must be validated by the Customer within 24 hours of receipt. If a currency strap, coin bag or wrapped coin discrepancy is identified, the Customer may contact Cash Services Customer Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be sent to the Bank and post marked within 48 hours of receipt of the Cash Order. Any claims post marked after the 48 hour period may be denied and the Customer will have no right to request or receive an adjustment after such time period.

4. Cancellations and Amendments.

A Cash Order may be cancelled by the Customer telephonically, electronically or in writing by a person the Bank reasonably believes to be authorized to act on behalf of the Customer and only if the cancellation is received within a reasonable time before the Cash is delivered to the Courier ("Cancellation"). A Cash Order may only be amended telephonically and the Bank will not be responsible for any change in a Cash Order it has received. Any attempt to amend a Cash Order electronically may result in duplicate Cash being delivered.

5. Notice of Rejection.

If the Bank rejects a Cash Order, it will promptly notify the Customer of the reason.

6. Notice of Execution.

The Bank will notify the Customer when it has executed a Cash Order. Unless, within three (3) business days after receipt of notification of the execution of a Cash Order, the Customer notifies the Bank in writing that a Cash Order was unauthorized or otherwise unenforceable against the Customer, the Bank shall not be liable for executing the Cash Order as notified, including any loss of interest.

7. Security Procedure.

The Customer must place a Cash Order using a touch-tone telephone, or other electronic communications device mutually agreed upon by the Customer and the Bank, based upon codes assigned by the Bank to the Customer which identify the Customer and the location (collectively, "Codes"). The Customer agrees that use of Codes constitutes a security procedure for verifying the authenticity of a Cash Order as being that of the Customer ("Security Procedure. The Customer and Bank will maintain reasonable security and control of the Codes. The Bank is not responsible or liable for detecting any error in the transmission or content of any Cash Order or Cancellation and the Security Procedure is not intended to detect any such error. No agreement or instruction of the Customer restricting acceptance of any Cash Order or Cancellation is binding on the Bank, except as set forth in these Service Terms or in a writing signed by the Customer and the Bank. These Security Procedures do not apply to Cash Order requests made by the Customer at one of our branch locations when the Customer is making a "cash for cash" exchange or issuing a check to debit the Customer's account at the Bank.

8. Geographical Limitations for Cash Orders. The Customer represents and warrants that all Cash Orders will be used by Customer in its normal course of business at the Customer's store/office locations in the United States.

III. CASH DEPOSITS

1. Standard Courier Service.

The Customer may deliver and pick up shipments of cash or checks to or from the Bank by using the services of a courier that has been authorized by the Bank, who will act solely as the Customer's agent. The courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. With regard to the Customer's couriers, the Customer is responsible for any individual's actions while at the Bank's facilities including theft, property damage, intentional crimes and any other act or omission even if such actions would be considered outside the scope of their employment and whether the individual is impersonating an employee of the courier if the Bank has followed its customary procedures for identifying the individual.

2. Deposit Presentment and Processing for Standard Courier Service.

With regard to deposits delivered to one of the Bank's vault areas, the Customer must deliver deposits in sealed tamper-proof plastic security deposit bags that meet the standards described in the Bank's guidelines and contain only cash, coin and checks. The bags may also contain food stamps if the Customer provides proof satisfactory to the Bank of the Customer's authority to redeem food stamps. The Bank will open the bags and process the deposits.

a) Delivery to Vault. If the Bank agrees to accept the Customer deposits at a vault location, the Bank will provide a receipt indicating the number of bags it has received. This receipt is not an acknowledgment of the contents of any bag, nor is any telephonic or other acknowledgment of a deposit of which the Customer notifies the Bank by telephone or by electronic means.

b) Delivery to Branch for Delayed Processing. If the Bank agrees to accept your deposits at a branch location, the Bank will not verify the amount of the deposits at the time of receipt, but will provide the Customer with a receipt showing the amount indicated the Customer's deposit slip. This receipt is not an acknowledgment of the contents of any bag.

3. Courier Service through the use of a Smart Safe or Recycler Machine.

The Customer may use the services of a courier that has been authorized by the Bank, who will act solely as the Customer's agent. The courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. The Customer will receive provisional credit only for Cash placed in Deposit Cassette (as defined below) component of the machine. The Customer's courier is authorized to transmit the Cash information only with regard to the Deposit Cassette component of the machine to the Bank on the Customer's behalf and the Bank, upon receipt of such data transmission, will provide provisional credit to the Customer's designated account. The courier will deliver the Cash to the Bank as directed by the Bank at the Customer's expense. The Customer authorizes the Bank to instruct the courier to pick up any Cash for which the Bank has given provisional credit at any time at the Customer's expense. For purpose of these Service Terms, "Deposit Cassette" is the component of the machine whereby the Customer places Cash into such component and only the courier is able to access such Cash once it is placed in the Deposit Cassette.

4. Deposit Presentment and Processing Courier Service through the use of a Smart Safe or Recycler Machine.

The Customer agrees that once the Cash is in the Deposit Cassette component of the machine, the Customer no longer has any ownership, control or rights with regard to the physical Cash and that the Bank is authorized to rely upon the transmitted information from the Customer's courier with regard to deposits or adjustments to the Customer's deposit account with the Bank. Once the Customer's courier has completed the verification of the Cash from the Deposit Cassette component of the machine and has transmitted the deposit/adjustment information to the Bank, the Cash is then placed into the Bank's inventory at the courier's location. In the event of a dispute related to the amount credited to the Customer's deposit account, the Customer will initiate its claim and request for an investigation with its courier.

5. Revocation of Provisional Credit.

The Customer agrees that the courier will pick up the Cash from the Smart Safe, deliver it to the vault and complete the verification process at least every seven (7) calendar days (or as otherwise agreed to by the Bank). In the event the courier does not retrieve the Cash from the Smart Safe for whatever reason, within such time frame, or otherwise deliver the Cash to a vault location, Customer authorizes the Bank to revoke the provisional credit given to Customer's designated account at the Bank's discretion and without prior notice, even if doing so creates or increases an overdraft.

6. Discrepancies.

All deposits are subject to verification. If there are differences between the amount credited by the Bank and the amount shown on the deposit slip prepared by the Customer, the receipt provided to the Customer or its agent upon initial presentment or the transmission received from the courier on the Customer's behalf, the currency will be re-counted for discrepancies over the minimum amount specified in the Cash Vault Services Product Guide, the "Threshold" amount, the Customer's representative designated in the service implementation questionnaire will be notified of the adjustment, and an adjustment fee will be charged. If the discrepancy is in the Threshold amount or less, the Bank will not adjust the Customer's account, the Bank will retain the discrepancy amount, and no adjustment fee will be charged. The Bank's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Customer.

7. Geographical Limitations for Cash Deposits.

Cash Deposits must be delivered to the Bank by Customer's courier and from Customer's physical store/office locations in the United States. Cross-border cash deposits (i.e., cash brought into the United States from outside the United States) are strictly prohibited

8. Relationship upon Delivery of Bags.

Until the Bank counts or re-counts the contents of the bags and enters a final credit to the Customer's account. The Bank is not responsible any claimed contents of the bags. The Customer should not include anything in a bag other than Cash and its deposit slip, and the Bank shall have no responsibility or liability if there is any other property included or claimed to have been included in a bag.

9. Deliveries to an Unattended Facility.

If the Bank agrees to allow the Customer to use one of our unattended facilities (including but not limited to a night depository or commercial ATM) the Bank may provide the Customer with an access device (such as a key or card that may require a Personal Identification Number ("PIN"). The Customer must return all access devices to the Bank upon the Bank's request. The Bank will process any deposits delivered to an unattended facility as provided for in the Bank's guidelines. If the Customer receives a receipt from an unattended facility, the receipt is not an acknowledgment of the contents of any bag or of the receipt of any bags. While the Customer or the Customer's designated courier agent is physically present at one of the Bank's unattended facilities, the Customer is a licensee only and the Bank has no responsibility for the safety of the Customer or its Courier while at such facility.

10. Liability at Unattended Facility.

The Customer assumes all risks of using any unattended facilities, including risks of theft, robbery and personal injury; the Bank is not responsible if a facility fails to operate properly in any way, including failing to open, close, lock or unlock. It is the Customer's responsibility to verify that its bags have dropped down completely into the facility and the Customer agrees that it will not leave any bags in any facility that does not appear to be operating properly. The Bank will not be liable to the Customer if any unattended facility, tele-entry or online system is closed or otherwise unavailable for use at any time

POSITIVE PAY, REVERSE POSITIVE PAY AND PAYEE VERIFICATION SERVICE TERMS

V1.5_01_04_23

JPMorgan Chase Bank, N.A. (the "Bank") will provide Customer, in accordance with the provisions set forth in these Positive Pay, Reverse Positive Pay and Payee Verification Service Terms (these "Service Terms"), with one or more of the services listed below (each a "Service") that help prevent check fraud on deposit accounts by identifying discrepancies between checks ("Items") presented to the Bank for payment from the Customer's demand deposit account associated with the Service (the "Account") and those Items that are issued by Customer. The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services as well as other service guides or material (the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use any of these Services, the Customer agrees to these Service Terms.

1. Services.

With Positive Pay, the Customer sends check issuance information to the Bank and the Bank compares such information to Items being presented for payment. With Reverse Positive Pay, the Bank sends the Customer information on Items that have been presented for payment. and the Customer does its own comparison. Payee Verification is an enhanced feature for Positive Pay whereby the Customer includes payee name information, and the Bank compares such information against the payee names on Items that have been presented for payment. As a condition precedent for receiving Payee Verification, the Customer must be receiving Positive Pay in connection with the same Account.

2. Issuance Information.

The following information is defined as "Issuance Information" for each Item: (i) Account number on which the Item is drawn; (ii) Item serial number; (iii) dollar amount; (iv) issue date (not as part of Reverse Positive Pay); and (v) for Payee Verification only, the payee name. For Positive Pay and Payee Verification, the Customer must provide the Bank the Issuance Information by the banking day on which the Customer issues Items by means of a mutually-agreed-upon transmission method. With Positive Pay, the Bank will compare items (i), (ii) and (iii) (and, in the case of Payee Verification, item (v)) of the Issuance Information with the applicable information from the Items presented to the Bank for payment against the Account. If Customer has properly set up an issue date limitation, then Bank will compare the date the Item has been paid with the issue date in the Issuance Information. For Reverse Positive Pay, the Bank will provide the Customer access to the Issuance Information, and the Customer will compare such information with the Items Customer has issued.

3. Discrepancies.

For Positive Pay and Payee Verification, if an Item is presented to the Bank for which it has not received timely Issuance Information or that contains information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day the Item is presented to the Bank for payment. If Customer fails to provide the Issuance Information (including, in the case of Payee Verification, the payee name) in the file format required by the Bank, the Bank will not be liable for failing to detect any discrepancy between the Item and the Issuance Information or for processing and payment of such Item. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. For Reverse Positive Pay, the Bank will provide access to the Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is not authorized for payment, and in the event that the Customer fails to timely inform the Bank as required, the Bank is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank is entitled to rely on any Instructions by the Customer which it receives and which it reasonably believes to be genuine. If a Customer attempts to change an Instruction previously given by sending an email or other message to the Bank, the Bank may, but has no obligation to, act upon such change request. "Banking Day" means any day other than a Saturday, Sunday or other day on which Bank is or is authorized or required by law to be open for business.

4. Payee Verification Additional Terms.

For Payee Verification, Customer acknowledges that Items which have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee Verification service (the "Threshold Amount"). The Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, Customer will not be liable for such Items if the discrepancy would have otherwise been detected under this Service. With regard to Payee Verification, the Bank will compare the payee name provided in the Issuance Information to the payee lines contained in the name/address block identified on the Item (presented as provided for in the Bank's set-up requirements) and will otherwise be limited to those parameters specifically agreed to by the Customer and Bank. Customer understands that Bank will not be liable to Customer (i) for any discrepancy in the payee name if the discrepancy was not detected due to the check stock or the print format of the Item not passing the Bank's testing (including, without limitation, with respect to the payee name placement) or (ii) for any discrepancy in the payee name if the payee name was handwritten on the Item.

5. Voided Items and Stop Payments.

For any Item listed on Customer's Issuance Information which Customer decides it no longer wishes to pay: (a) if the Item is physically in the Customer's possession, Customer may place a void notice in the Issuance Information for such Item, or (b) if the Item is no longer physically in its possession, the Customer must place a stop payment request with the Bank in accordance with the Bank's requirements and the Account Documentation. If the Customer does not place a stop payment request for an Item not physically in Customer's possession as set forth in (b)

above and instead places a void notice, Customer agrees (i) that Bank may debit the Customer's account for the payment of such Item and (ii) that Customer will be liable to Bank for any damages Bank may suffer as a result of the Customer's failure to place a stop payment on such Item.

6. Item Payment.

The Bank is not obligated to maintain signature cards for the Account and whether or not the Bank does maintain such signature cards, in no event shall the Bank be obligated to inspect any Item for the presence or authenticity of any signature or to determine whether any signature is authorized. The Customer acknowledges that the Bank's adherence to these procedures in these terms, in lieu of signature examination, will constitute the exercise of good faith and ordinary care by the Bank in handling Items presented for payment against the Account.

7. Over the Counter Presentment and Encashment.

The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment or deposit at one of the Bank's branch locations at the teller line and the account is under the Positive Pay or Payee Verification Service, the Customer authorizes the Bank to pay such Item at the teller line based upon the Issuance Information. If an Item is presented for encashment at one of the Bank's branch locations at the teller line and the account is under the Reverse Positive Pay Service, (i) the Customer authorizes the Bank to pay such Item pursuant to the Bank's policies and procedures for encashment, (ii) Customer assumes the risk of any loss that would have been prevented through the use of Positive Pay or Payee Verification services; and (iii) Customer agrees to unconditionally release, indemnify and hold harmless the Bank against any and all liability loss or claim relating to an Item being cashed or returned over-the-counter. The Bank may charge a person who cashes an Item drawn on the Customer's Account a fee at the time of encashment.

8. Non-Standard Items.

The Service(s) shall not apply to any Item that does not meet the Bank's set-up requirements for Items to be eligible for the Services (including, without limitation, any Item printed without magnetic ink character recognition (MICR), any Item which has a MICR line in a location unacceptable to Bank, or any Item which may be printed on various printing devices that allow size or font to vary) ("Non-Standard Items"). Customer acknowledges that (i) the use of Non-Standard Items may increase the likelihood of fraud, such Non-Standard Items may not be accepted for deposit at financial institutions, and the use of Non-Standard Items may lead to processing delays in the failure of such Non-Standard Items to systemically be matched to the Issuance Information at the time they are presented to the Bank for payment, and (ii) the use of Non-Standard Items may result in the Bank's fraud protection services not being able to operate as designed such that Non-Standard Items may not be able to be returned within the legal timeframe. Customer acknowledges that Non-Standard Items may be treated as non-cash items for purposes of Regulation CC.

Customer agrees that the Bank may, without liability to Customer, refuse to deposit any Non-Standard Item, including, without limitation, refusing to accept the deposit at any of the Bank's branch locations. Customer agrees that Customer's decision to use Non-Standard Items which result in the inability to meet the formatting standards required by the Bank's Service(s) to operate as designed (systemic matching of the Issuance Information to the Item at the time it is presented for payment) constitutes negligence contributing to the making of an unauthorized signature and/or a material alteration of the Item (collectively "Unauthorized Item") in situations where a Non-Standard Item is paid against the Customer's account that the Customer claims is an Unauthorized Item, (a) Customer assumes the risk of loss to the extent that such Service(s) would have detected the Unauthorized Item if it had used check stock that met the Bank's formatting requirements, (b) Customer shall not claim against the Bank, and the Bank shall have no obligation or liability to Customer to recredit any such account for any such loss, and (c) the Bank will have exercised ordinary care if it pays an Item drawn on any Customer account based upon industry standards without any further inspection of any such Item, even if it is an Unauthorized Item.

9. Incomplete Activations and Service Suspensions.

Customer agrees that the Bank shall have no obligation or liability to Customer in accordance with these Service Terms (i) in the event the Services are suspended by Bank in accordance with the Account Documentation; or (ii) prior to Customer taking all required steps to fully implement the Services (including, without limitation, Customer's final activation of the Service [i.e., actioning "pending positive pay"] on the applicable Bank electronic channel). Customer also understands that it may be billed for the Services notwithstanding that it has not taken all required steps to fully implement the Services.

CONTROLLED DISBURSEMENTS SERVICE TERMS

V1.4_10_25_13

1. Service.

JPMorgan Chase Bank, N.A. (the "Bank") will provide you (the "Customer") with controlled disbursement services (the "Service") in accordance with the provisions set forth in these Service Terms. The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services and other service terms ("Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation (as may be amended, modified or supplemented from time to time) or by using or continuing to use the Service, the Customer agrees to these Service Terms. JPMorgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

2. Controlled Disbursement Account.

Each controlled disbursement account ("Controlled Disbursement Account"), except as set forth herein, shall be opened and maintained in accordance with the Account Documentation. Customer agrees that if it fails to utilize one of the Bank's positive pay services on the Controlled Disbursement Account, that failure will constitute Customer negligence contributing to the making of any unauthorized signature and Customer assumes the risk that checks or drafts ("Items") presented against the Controlled Disbursement Account may be forged or altered, to the extent that the positive pay services the Bank offers may have prevented any loss. The Bank will have no liability for any loss related to an Item presented against the Controlled Disbursement Account which would otherwise generally have been returned under such positive pay services.

3. Payment of Items.

Bank, on each banking day, will advise Customer of the total amount of Items drawn against the Controlled Disbursement Accounts that are presented for payment, on that day, to the Bank by a Federal Reserve Bank or another depository institution pursuant to a same-day settlement arrangement. Bank will honor Items which are properly payable, but shall have no obligation to pay any Item should sufficient immediately available funds to cover such Items not be transferred to the Controlled Disbursement Account in accordance with these Service Terms and the Account Documentation.

4. Over-the-Counter Presentment.

Bank may, without liability to Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations.

5. Funding Account for Controlled Disbursement.

Customer will maintain with Bank a designated account for purposes of funding the Controlled Disbursement Account, or the funding account may be maintained at an affiliated bank or other financial institution (the "Funding Account"). Customer authorizes Bank to debit the Funding Account for the total amount of the Items presented and any funds transfers against the Controlled Disbursement Account, and to promptly transfer such amount to the Controlled Disbursement Account even though such a debit may bring about or increase an overdraft. All funds transfers from the Funding Account to the Controlled Disbursement Account shall be in immediately available funds. Customer will maintain sufficient available funds in the Funding Account to cover Items and funds transfers presented against the Controlled Disbursement Account, and the Bank shall have no obligation to transfer funds, process Items for payment or complete any funds transfers unless there are sufficient available funds in the Funding Account. The Bank is authorized to debit the Funding Account for any obligations owed directly or indirectly on the Controlled Disbursement Account. The Bank shall not be liable for failure to pay any Item presented for payment against any Controlled Disbursement Account due to insufficient funds in the Funding Account.

6. Media.

Bank will transmit to Customer, by the transmission method or media agreed to by Customer and Bank, information regarding Customer's Controlled Disbursement Account.

7. Routing Transit Number.

Customer agrees to use the designated controlled disbursement account routing transit number on the Items it issues from the Controlled Disbursement Account. Customer acknowledges that if it fails to use such designated controlled disbursement account routing transit number the Bank is authorized to terminate this Service or any Service feature upon notice to the Customer.

8. Financial Condition.

In the event of the deterioration of the financial condition of the Customer, as determined in the Bank's sole discretion, the Bank may immediately terminate the Service, any Service feature, and/or may convert any Controlled Disbursement Account to a stand-alone demand deposit account without prior notice to the Customer.

9. Third Party Usage.

Customer agrees that it will not permit a third party to write checks on or otherwise issue payment transactions or instructions on Customer's Controlled Disbursement Account. Customer agrees to indemnify and hold Bank harmless from and against any and all actions, claims, demands, losses, liabilities or expenses whatsoever, including attorney's fees and costs, resulting directly or indirectly from Customer's breach of this Section 9. This indemnity shall survive the termination of these Service Terms. Notwithstanding anything to the contrary, Customer acknowledges that, if Customer breaches this Section 9, Bank may immediately terminate this Service or any Service feature upon notice to the Customer

IMAGE CASH LETTER SERVICE TERMS

V2.0_12_27_23

1. Service.

JPMorgan Chase Bank, N.A. (the "Bank") which may include designated agents of the Bank, will provide Customer with image cash letter services for Checks as defined below (the "Service") in accordance with the provisions set forth in this document (the " Service Terms"). The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services and the ACH Origination Service Terms as may be applicable ("Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use the Service, Customer agrees to these Service Terms.

2. Transmission and Processing.

Customer shall provide through its own methods or devices the captured check images and check data from the Check, including the magnetic ink character recognition formatting (MICR) information through electronic transmissions (the "Transmissions") in the format and specifications required by the Bank's File Standards and within the cut-off times provided by the Bank. Customer authorizes Bank to process the Transmissions as substitute checks, electronic images or photos in lieu, as may be applicable for further clearing through any other financial institution, clearinghouse or Federal Reserve Bank. If the Customer is eligible and has chosen to have Checks processed as ACH transactions, Bank will convert eligible Checks to ARC or POP entries, as defined and provided for in the ACH Origination Service Terms. Customer agrees that it is solely responsible for the creation and transmission of these Transmissions to the Bank. If any Transmission (including any source document for purposes of these Service Terms) does not meet the Bank's or any transferee's standard requirements for processing, Customer assumes all risk of loss or delay in processing such Transmission and authorizes the Bank to either (a) return the Transmission to the Customer without further processing, (b) process the Transmission as sent from the Customer, (c) process the Checks as photocopies in lieu of the originals, or (d) repair or attempt to repair the Transmission for further processing. Under this Service, "Checks" shall mean original paper checks and drafts drawn in US dollars on, or payable through, banks located in the United States (including Puerto Rico, Guam and the US Virgin Islands), endorsed for deposit to Customer's account at the Bank. For non-financial institutions the Checks must be made payable to the Customer unless the Bank has agreed to allow the deposit of third-party checks. If the Customer is approved by the Bank for Canadian transmission and processing, "Checks" also include original paper checks and drafts drawn in US dollars or Canadian dollars drawn on banks located in Canada.

3. Image Cash Letter File Deposit Time.

The Transmissions must be sent to the Bank prior to the deposit deadline. Any Transmission will be deemed to have been received by the Bank when the entire file has been written onto the Bank's system and made available for the Bank to validate. Based upon the size of the Transmission file, there may be a significant delay between the time Customer begins to send the file and the completion of the transfer as stated above. As a result, Customer will make every effort to send the Transmission file as early as possible. Files that are received after a deposit deadline will be considered deposited as of the next deposit deadline. Processing fees and funds availability will be assessed based on the deposit deadline that is met.

4. Customer Liability.

Customer shall be solely responsible if any Transmission for which Customer has been given provisional credit is returned or reversed, and neither Bank nor its subcontractors shall be liable or responsible for same. Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement or return. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. Customer agrees that Bank shall have no liability for the content of payment-related information as received from the Customer. Customer shall be solely responsible for the original Checks, including storage and retrieval. Customer agrees to provide a legible copy of an image or the original Check if requested by the Bank within five (5) business days of such request. If Customer is unable to provide the original or legible copy, Customer shall be liable for any associated loss or claim involving the Check. Customer will not present an original Check more than once through this Service. If the Customer receives a return (substitute check) of the original deposited Check, Customer can deposit the substitute check through this Service; provided however, Customer shall be responsible for any and all losses or claims resulting from the Customer presenting an original Check for payment more than once through any method.

5. Suspension/Cancellation of Service.

Bank reserves the right to suspend or terminate the Service, in whole or in part if Bank believes Customer is in breach of these Service Terms or is otherwise using or accessing the Service in a manner inconsistent with the rules and regulations relating to the Service being provided and such breach, use or access is not cured within three business days after notice to Customer. Further, this Service will automatically terminate if the Customer's account with the Bank is closed for any reason. Either party may terminate the Service upon thirty (30) days' prior written notice to the other party; provided, however, that the terms of Section 9 will apply to any termination prior to the time period set forth in the Pricing Schedule.

6. Intellectual Property Ownership.

Neither these Service Terms nor the provision of the Service transfer to Customer any ownership or proprietary rights in the Bank's technology or any work or any part thereof, and all right, title and interest in and to the Bank's technology will remain solely with Bank or its subcontractors.

7. WARRANTIES AND DISCLAIMERS.

7.1 CUSTOMER WARRANTY. CUSTOMER WARRANTS AND REPRESENTS TO THE BANK THAT: (A) EACH TRANSMISSION CONTAINS ACCURATE AND LEGIBLE IMAGES OF ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECKS AT THE TIME EACH CHECK WAS TRUNCATED; (B) EACH TRANSMISSION ALSO CONTAINS A RECORD OF ALL APPLICABLE MICR-LINE INFORMATION REQUIRED FOR A SUBSTITUTE CHECK AND THE ACCURATE AMOUNT OF THE CHECK; (C) EACH TRANSMISSION CONFORMS TO THE TECHNICAL STANDARDS FOR AN ELECTRONIC ITEM SET FORTH IN REGULATION J AND FEDERAL RESERVE BANK OPERATING CIRCULARS AND FOR A SUBSTITUTE CHECK SET FORTH IN REGULATION CC; (D) NO PERSON WILL RECEIVE A TRANSFER, PRESENTMENT OR RETURN OF, OR OTHERWISE BE CHARGED FOR, THE CHECK (EITHER THE ORIGINAL CHECK, OR A PAPER OR ELECTRONIC REPRESENTATION OF THE ORIGINAL CHECK) SUCH THAT THE PERSON WILL BE ASKED TO MAKE PAYMENT BASED UPON A CHECK IT HAS ALREADY PAID; (E) CUSTOMER WILL NOT REDEPOSIT THROUGH THIS SERVICE ANY TRANSMISSION REPRESENTING A CHECK PREVIOUSLY DEPOSITED AND RETURNED TO THE CUSTOMER; (F) CUSTOMER WILL EMPLOY COMMERCIALLY REASONABLE SECURITY MEASURES AND FIREWALLS SUFFICIENT TO PROTECT THE TRANSMISSIONS AND STORAGE TO ENSURE NO UNAUTHORIZED ACCESS OR DUPLICATE PRESENTMENT; (G) CUSTOMER WILL ONLY TRUNCATE AND CREATE TRANSMISSIONS FOR CHECKS THAT ORIGINATED AS PAPER CHECKS; (H) CUSTOMER HAS ESTABLISHED AN ANTI-MONEY LAUNDERING PROGRAM IN COMPLIANCE WITH ANTI-MONEY LAUNDERING LAWS AND REGULATIONS APPLICABLE TO IT AND SUCH ANTI-MONEY LAUNDERING PROGRAM INCLUDES POLICIES, PROCEDURES AND CONTROLS DESIGNED TO DETECT AND PREVENT MONEY LAUNDERING WHICH CUSTOMER BELIEVES EFFECTIVELY PREVENTS THE USE OF CUSTOMER'S OPERATIONS, PERSONNEL OR FACILITIES FOR MONEY LAUNDERING PURPOSES; (I) CUSTOMER WILL ONLY ACCESS THE SERVICE AND SEND TRANSMISSIONS TO THE BANK FROM LOCATIONS WITHIN THE UNITIED STATES; AND (J) CUSTOMER IS IN COMPLIANCE WITH ALL LOCAL LAWS AND REGULATIONS APPLICABLE TO IT IN THE USE OF THIS SERVICE.

7.2 DISCLAIMER. BANK AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE TECHNOLOGY OR SERVICE AND/OR ACCESS TO OR USE OF THE SERVICE OR TECHNOLOGY PROVIDED TO CUSTOMER HEREUNDER. BANK AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND CUSTOMER ASSUMES ALL SUCH RISKS. CUSTOMER SHALL MAKE AN INDEPENDENT ASSESSMENT OF THE ADEQUACY OF THE INTERNET IN USE OF THE SERVICE PURSUANT TO THE BANK'S PROCEDURES. CUSTOMER FURTHER ACKNOWLEDGES THAT THE SELECTION AND USE BY IT OF ANY THIRD PARTY SECURITY AND COMMUNICATIONS SOFTWARE AND THIRD PARTY SERVICE PROVIDERS IS THE SOLE RESPONSIBILITY OF CUSTOMER, AND BANK DISCLAIMS ALL RISKS RELATED THERETO, NOTHWITHSTANDING THAT THE BANK MAY RECOMMEND CERTAIN SECURITY AND/OR COMMUNICATIONS SOFTWARE AND SERVICES. CUSTOMER AGREES TO, AT ITS SOLE EXPENSE, PROCURE AND MAINTAIN ALL HARDWARE, BROWSERS, SOFTWARE AND TELECOMMUNICATIONS EQUIPMENT NECESSARY TO ACCESS THE SERVICE IN ACCORDANCE WITH THE BANK'S RECOMMENDED SYSTEM CONFIGURATION.

8. INDEMNIFICATION.

IN ADDITION TO ITS INDEMNIFICATION OBLIGATIONS IN THE ACCOUNT TERMS, AND EXCEPT FOR LOSSES OR EXPENSES CAUSED BY BANK'S FAILURE TO EXERCISE ORDINARY CARE OR WILLFUL MISCONDUCT, CUSTOMER AGREES TO INDEMNIFY BANK FOR ANY LOSS OR EXPENSE SUSTAINED (INCLUDING ATTORNEY'S FEES AND EXPENSES OF LITIGATION) RESULTING FROM (i) CUSTOMER'S LACK OF AUTHORITY TO MAKE THE WARRANTIES PROVIDED HEREIN; (ii) ANY ACTION TAKEN OR NOT TAKEN BY BANK WITHIN THE SCOPE OF ITS AUTHORITY UNDER THESE SERVICE TERMS IN HANDLING A CHECK; AND (iii) A BREACH OF ANY WARRANTY OR INDEMNITY REQUIRED TO BE MADE BY BANK WITH RESPECT TO A CHECK UNDER APPLICABLE LAW, CLEARING HOUSE RULE OR REGULATION.

9. Pricing Schedule/Volume/Termination Penalties.

Bank and Customer agree to the terms of the Pricing Schedule which are incorporated herein by reference, including the length of time the Service will be provided, the charges/fees and the volumes, as may be stated in the Pricing Schedule. If Customer terminates the Service or the Service is otherwise terminated without fault of the Bank prior to the period of time set forth in the Pricing Schedule, Customer shall pay the Bank a termination fee equal to twelve (12) times the average monthly transaction fee for the Service for the period of time the Service was provided to Customer. Such termination fee shall be paid within thirty (30) days' after the effective termination date.

10. Audit.

Customer authorizes the Bank to audit its facilities where the Checks are imaged, stored and destroyed as well as where the Transmissions are processed under this Service upon reasonable prior written notice from the Bank.

11. Customer Offering Mobile Check Delivery Application.

If Customer offers its own customers ("Customer's Client") a mobile deposit solution through the Customer's (or its vendor's) mobile check delivery application ("Application"), allowing the Customer's customer to capture pictures of the front and back of eligible Checks from their mobile device and to send the images to Customer through the Application, Customer also represents and warrants the following:

(a) Customer will only send images of Checks that are made payable to Customer.

(b) Customer has established internal controls and procedures relating to Checks delivered to it through an Application, to comply with the requirements of these Service Terms.

(c) Customer's Clients are required to enter into the Customer's Application service terms and conditions or a similar agreement setting forth the Customer's Client's obligations and limiting the use of the Application for only original paper checks that are made payable to the name of the Customer. Such terms shall include the Customer Client's agreement that use of the Application constitutes their issuance and delivery of the Check to the Customer, and the Customer is a holder of the Check

(d) Customer prohibits use of the Application from OFAC prohibited countries.

12. Financial Institution Customer.

If Customer is a financial institution and the Checks are drawn on Canadian banks Customer agrees that the Bank will be the bank of first deposit for returns and chargebacks and the Bank is authorized to charge Customer's Account for any such return or chargeback including any related fees.

13. Online Adjustments Services.

If Bank and Customer agree, Customer will submit its adjustment requests through the web-based SVPCO Online Adjustment Service ("Online Adjustment") based on the following terms:

For Customers choosing the deposit account option where they settle for the Items through the Customer's deposit account at Bank ("Deposit Account") option, Customer agrees to be bound by the SVPCO Electronic Adjustment Exchange Rules, as may be amended from time to time ("SVPCO Rules"). Bank will assist the Customer in implementing and registering for Online Adjustment. Customer will designate at least one Administrator by submitting the Secure ID Token Form for Online Adjustments ("Form"). After the initial registration, Customer will be able to update its designated users directly through SVPCO. Bank may conclusively rely upon any information or instructions purported to be sent by the Customer through Online Adjustment. Customer agrees that Bank may charge Customer's Account for any adjustments and related fees. Customer agrees that the Bank shall have no responsibility with regard to the adjustment information transmitted through Online Adjustment. Notwithstanding anything to the contrary in these Service Terms or the Account Documentation, Online Adjustment will automatically terminate upon the termination or expiration of the agreement covering the SVPCO online adjustment service between Bank and The Clearing House.

CHECK PRINT SERVICE TERMS

V2.2_10_16_24

1. **Check Print Services.** The Bank will provide the Customer with check print services (the "Check Print Service") in accordance with these Service Terms. The provisions of the Bank's Account Terms governing the Customer's deposit accounts, including any accounts used to fund the purchase of cashier's checks created through the Check Print Service ("Funding Account"), are incorporated into these Service Terms by reference

2. **Print Orders.** The Bank will execute each print order requested by the Customer which is received by the Bank in a manner described in these Service Terms or as otherwise provided by the Bank (the "Print Order"). Customer agrees that all Print Order requests are for payment of the Customer's own payment obligations and not for any third party obligations unless explicitly approved by the Bank. Print Order information shall include payee names and addresses. Customer agrees that it will not include any other personally identifiable information or any protected health information in its Print Orders, unless Customer has executed the required business associate agreement with the Bank. Print Orders may include printing of non-payment documents ("Documents") if agreed to by the Bank based upon these Service Terms.

3. **Receipt of Print Orders.** The Customer shall transmit Print Orders to the Bank's designated location and in compliance with the formatting and other requirements of the Bank set forth in its operating procedures. Bank may reject any Print Order that does not comply with these Service Terms.

4. **Issuance of Checks/Documents.** For each Print Order accepted by the Bank, the Bank will: (a) cause a check to be created; (b) cause a laser facsimile of the signature image provided by the Customer to be placed on the check; (c) if agreed upon, cause other documents to be completed and included with the check issuance ("Documents"); and (d) mail, send by courier or make available for download through the Bank's internet based check solution along with any Documents as agreed upon (collectively, the "Issuance"). The Customer expressly grants the Bank the authority to create and process such Issuances and agrees that the signature template that is provided to the Bank (even if provided in blank form) is the authorized signature of the Customer for the checks created under this Check Print Service.

5. **Digital Check Delivery.** The Bank reserves the right to provide a digital transmission of the check to the payee or payee's designated agent as an alternative to physical check printing and delivery. This digital transmission may include, but is not limited to electronic checks, or other digital formats as determined by the Bank. The Bank shall not be liable for any issues arising from the digital transmission of checks, including but not limited to delays, errors, or non-receipt by the payee, provided that the Bank has taken reasonable steps to ensure the successful transmission

6. **Notice of Rejection.** The Bank will promptly notify the Customer if a Print Order is rejected by the Bank and will advise the Customer as to the reason. The notice or advice shall be deemed commercially reasonable if made available through the Check Print Service or given electronically, orally, by telephone or facsimile transmission.

7. **Control.** The Bank is not responsible or liable for the detection of errors contained in any Print Order as received from the Customer and is entitled to rely on the information contained therein.

8. **Reliance Upon Instructions.** The Customer is responsible for, and the Bank may rely upon, the contents of any notice or instructions that Bank believes in good faith to be from the Customer without any independent investigation. The Bank shall have no duty to inquire into the authority of the individual giving such notice or instruction. In the event the Bank receives conflicting notices or instructions, the Bank is authorized to act on either the notice or instruction, or it can refuse to act. No restriction on the Bank's acceptance of any Print Order will be binding on the Bank, except as set forth in these Service Terms unless it is agreed to in writing by the Bank and the Bank has had a reasonable opportunity to act upon such change.

9. **Limitation of Liability.**
The Bank's liability shall be limited to direct damages caused by the Bank's failure to use reasonable care. Reasonable care in providing the Check Print Service shall be measured by the relevant provisions of any service levels or business requirements and the standard of reasonableness of the procedures established for the transaction involved. Mere inadvertence or honest mistake of judgment shall not constitute a failure to perform such obligations or a failure to exercise reasonable care and in no case will be deemed wrongful.

10. **Cashier's Checks.** If the Bank agrees to create cashier's checks under the Check Print Service, the following additional terms will apply: (a) Customer will send the cashier's check print file information ("File Information") to the Bank by the Bank's cut off time on a given day ("Day One"); (b) the Customer authorizes the Bank to debit the Customer's Funding Account for the amounts shown on the File Information on Day One; (c) as the cashier's checks from the File Information are being processed, the account reconciliation issue file ("ARP File") must match the date of funding found in the File Information of the next banking day ("Day Two"); (d) for any cashier's check for which there is insufficient funds in the Funding Account on Day One to fund the purchase of the cashier's check, the Bank is authorized to reject the creation of such cashier's check; (e) fully funded cashier's checks will be printed on Day Two; (f) if the Customer is using one of the Bank's online services, Customer will be able to view information regarding the cashier's checks which were funded and created and those that were rejected; (g) any information from the File Information which cannot be used to create a cashier's check will be communicated to the Customer for further research and reconciliation; (h) if any cashier's check is returned as undeliverable, the cashier's check will remain outstanding in the Bank's cashier's check account and escheated according to applicable laws and regulations. If the payee of a cashier's check claims that the cashier's check was lost, stolen or destroyed before the funds are escheated, such claim will be handled in accordance with the Bank's procedures.

11. **Limitations.** Customer agrees that it will not include any requests for conditions or restriction in its Print Orders, and, if the Customer nonetheless adds a condition or restriction in its Print Order, the Bank is not required to comply with any such condition or restriction when paying the check. The Bank may pay any check resulting from a Print Order as if the condition or restriction was not on such check, and the Bank shall not be liable to Customer or any third party for paying a check as if the condition or restriction was not on such check.

ACH TAX PAYMENT SERVICE TERMS

V1.2_04_30_25

1. **Service**. Bank will provide a service (the "Service") whereby Customer can direct Bank, via touchtone telephone or internet platform, to make tax payments through the automated clearing house (ACH) system from an account with Bank that Customer specifies. Customer may use the service to pay:

   - any federal taxes covered by the Federal Tax Deposit Coupons (Form 8109) that Customer has executed and delivered to Bank from time to time;
   - certain state taxes; and
   - certain municipal taxes.

   Bank may pay taxes from Customer's account in accordance with any instructions issued in Customer's name that Bank verifies pursuant to the security procedures specified in these Service Terms. In using the Service, Customer agrees to comply with and be bound by the Operating Rules of the National Automated Clearing House Association ("NACHA Rules").

2. **Receipt of Instructions and Cancellations**. Customer may issue instructions and cancellations only during service hours that Bank specifies, and Customer acknowledges that Bank may change such service hours upon prior notice to Customer. Bank must receive instructions, including but not limited to payment cancellation instructions, not later than 6:00 p.m. ET (or such other time as Bank specifies) on the Business Day prior to the day on which the tax payment is due. For purposes of this Section, "Business Day" means a day on which the Bank is open for business in its New York office. Instructions received after such time shall not be processed until the following business day and Customer shall be liable for any charges, fees or costs associated with such payment. Bank may reject or delay processing of a tax payment if the request is not complete or is inaccurate or otherwise does not meet the criteria Bank specifies for acceptance herein or in the User Guide (as hereafter defined).

   The Service is not designed or intended to be used for any ACH tax payment that is required to be formatted as an "International ACH Transaction" (or IAT) under the NACHA Rules. Customer agrees not to use or attempt to use the Service to originate any ACH tax payment that is required to be formatted under the NACHA Rules as an "International ACH Transaction" (or IAT). Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, losses, fines, penalties, damages, liabilities and expenses, including, without limitation, legal fees and expenses, resulting directly or indirectly from any ACH tax payment processed or requested to be processed by Customer via the Service which should have been formatted under the NACHA Rules as an IAT.

3. **Tax Payment Security Procedures**.

   (a) A Bank-issued or approved access code and PIN and/or other security device ("Security Device") is required to access the Service. The Customer shall be bound by and adhere to the security procedures and other procedures for use of the Service advised to it in writing through any medium by the Bank, as may be revised from time to time upon notice to the Customer (the "User Guide"). The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device or any other breach of security. The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same. The Customer agrees that any use of the Service with a Security Device is deemed to be carried out directly by and on behalf of the Customer. The Customer agrees to safeguard all Security Devices and to instruct each Authorized User (as defined below) to do the same.

   (b) This Section 3(b) applies to use of the Service through the designated internet platform, but does not apply to touchtone telephone access. Customer shall designate an administrator (the "Administrator") who shall have authority in accordance with the operational instructions for the Service provided to Customer in the User Guide. Customer agrees to notify Bank of any change in Administrator in the manner and form designated by Bank. Any such changes shall be effective at such time as Bank has received such notice and has had a reasonable opportunity to act upon it. In accordance with the procedures contained in the User Guide, the Administrator shall be responsible for (i) designating individuals as users ("Authorized Users"); (ii) identifying the functions of the Service; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements; (iv) receiving and distributing materials, notices, documents and correspondence relating to the security procedures; and (v) advising each Authorized User of his/her obligations hereunder and under the User Guide. The Administrator shall provide to the Bank, upon the Bank's request, a list of Authorized Users.

4. **Open Network Access**. The Customer acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet, and the Customer assumes all such risks. The Customer shall make an independent assessment of the adequacy of the internet and the Bank's security procedures. The Customer further acknowledges that the selection and use by it of any third party security and communications software and third party service providers is the sole responsibility of the Customer, and the Bank disclaims all risks related thereto, notwithstanding that the Bank may recommend certain security and/or communications software and services. The Customer agrees to, at its sole expense, procure and maintain all hardware, browsers, software and telecommunications equipment necessary to access the Service in accordance with the Bank's recommended system configuration.

5. **Funding**. Customer authorizes Bank to debit Customer's applicable account for the amount of each tax payment and for any applicable bank fees and charges when due. In the event Customer does not have sufficient funds in Customer's applicable account to cover the amount of a tax payment, Bank shall have no obligation to make the tax payment for Customer. Bank may require Customer to pay Bank the amount of each tax payment on the date of transmission of the tax payment instruction or otherwise prior to the tax payment due date. Bank may from time to establish or revise maximum dollar limits for the total value of all outstanding files of tax payments that Bank will release on customer's behalf. Bank may change or cancel the limits any time without prior notice to Customer, although Bank will try to notify Customer before Bank does that. Funds Bank receives and holds pursuant to the Service shall be held as a deposit liability to Customer and not in trust for Customer or the taxing authority.

6. **Warranties; Indemnity**. Except as specified below, Customer will be deemed to make the same warranties to Bank as Bank makes pursuant to the NACHA Rules although Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the NACHA Rules or the conformity of tax payments and other data Bank transmits to the file specifications contained in the NACHA Rules. Customer further represents and warrants to Bank that: (i) Customer shall not access the Service from any jurisdiction in which the Service is not authorized; and (ii) each tax payment Customer originates will comply with applicable U.S. laws and regulations and Customer acknowledges that payments may not be initiated that violate the laws of the United States.

   Customer agrees to indemnify Bank and Bank's employees, officers, directors and agents, and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorney's fees and costs) resulting directly or indirectly from (a) Customer's breach of any warranty made under this Section and (b) compliance by Bank with any request Customer makes for a cancellation, stop payment, reversal or recall of any tax payment.

   Bank shall have no responsibility for any delay by any ACH Operator (as such term is defined in the NACHA Rules) or taxing authority in processing any tax payment Bank transmits to such entity or failure by such entity to process or apply any tax payment.

7. **Stop Payments; Reversals and Recalls**. Customer's instruction to stop payment of, reverse or recall one or more tax payments must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the relevant taxing authority. Tax payment instructions may not be amended or modified.

8. **Payment Limits**. Bank may from time to time establish or revise (a) maximum dollar limits for each payment to be made by the Customer to a specified taxing authority, and (b) aggregate limits for all payments to be made by the Customer to a specified taxing authority within a 24-hour period. Bank may change or cancel the limits at any time without prior notice to Customer, although Bank will endeavor to give prior notice to Customer. Bank may require Customer to pay Bank the amount of any tax payment on the date of transmission to Bank or otherwise prior to the settlement date. Bank also may require Customer to maintain collateral with Bank in an amount Bank specifies.

9. **Limitation of Liability**. Bank's maximum aggregate liability in connection with the Service shall be limited as provided in the Account Documentation (as defined in Section 9 below) and shall be further limited to the lesser of the amount of any penalty or interest actually imposed by the applicable taxing authority or the total fees Customer paid Bank during the prior 12 months. Customer will be responsible for monitoring and adhering to Internal Revenue Service or Electronic Federal Tax Payment Service requirements and timeframes applicable to its specific tax payments and Bank will have no liability or responsibility for any penalties or losses incurred by Customer resulting from Customer's non-compliance with such requirements.

10. **Incorporation of Account Documentation; Termination**. The Bank's terms governing the operation of business accounts and services ("Account Documentation") are incorporated herein, as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail. In addition to Bank's termination rights under the Account Documentation, Bank shall have the right to terminate or suspend these Service Terms and the Service upon notice to Customer in the event of Customer's breach of the NACHA Rules.

REMOTE CAPTURE SERVICE TERMS

V1.4_07_21_23

Remote Capture is a remote scanning service that processes remittances and promotes Customers' efficiency in their businesses. Through this service, the Customer's remittance deposits can be imaged and transferred to JPMorgan Chase Bank, N.A. (the "Bank") via a Bank supplied data platform for further processing and posting to the Customer's deposit account.

1. Service

The Bank, which may include designated agents of the Bank, will provide Customer with Remote Capture services solely for domestic transactions (the "Service") in accordance with the provisions set forth in this document (the "Service Terms"). The Service allows Customer to electronically transmit deposits of eligible checks and items (eligible checks and items are limited to personal checks, money orders, business checks, cashier's checks, traveler's checks, if the scan of the check or item (i) originated within U.S. borders, (ii) is payable in U.S. Dollars, and (iii) is drawn on U.S. banks or U.S. Postal Service Money Orders, payable to the Customer) by using a capture device, including a desktop scanner or mobile device (hereinafter referred to as a "Scanner"), to create an electronic image of an original paper check or item and other paper source documents (collectively, "Item") and transmitting the image of the Item ("Item Image") and related data within the U.S. to Bank. The provisions of the Lockbox Service Terms, Account Terms, J.P. Morgan Treasury Services Electronic Channels Service Terms ("the "Channels Terms") , and any other applicable Service Terms as may be amended from time to time (collectively, the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use the Service, Customer agrees to these Service Terms. If and to the extent there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms will prevail.

a. Customer agrees that after the Item Image has been created and transmitted to the Bank for deposit, Customer shall not otherwise transfer or negotiate the original Item, substitute check or any other image of the Item. Customer further agrees that Customer shall be solely responsible for the original Items, including storage, retrieval and destruction. Customer must have in place policies and procedures for the secure storage and destruction of the original Items.

b. Customer agrees that a copy made from the Item Image or substitute check of the Item, as defined by federal law, will become the legal representation of the Item for all purposes, including return item processing.

c. Subpart B of Federal Regulation CC (availability of funds) does not apply when electronic images of Items are transmitted to Bank. Funds from deposits made via this Service will be available in accordance with the availability schedule for the Service. However, Bank may apply additional delays on the availability of funds based on any other factors as determined in the Bank's sole discretion.

2. Processing

Customer shall provide through Bank approved devices, including a desktop scanner or mobile device, the Item Images in the format and specifications and in accordance with the procedures required by the Bank. The Bank may process the Items as substitute checks, electronic images or photos-in-lieu, as may be applicable for further clearing through another financial institution, clearinghouse or the Federal Reserve Bank. Customer assumes sole responsibility for the creation of these images and their subsequent provision to the Bank. If any Item Image does not meet the Bank's or any transferee's standard processing requirements, in processing such Items, Customer assumes all risk of loss or delay and authorizes the Bank to either (a) return the Item to the Customer without further processing, (b) process the Item as sent from the Customer, (c) process the Items as photos--in-lieu of the originals, or (d) repair or attempt to repair the items for further processing. Access to the Item Images and the use of a mobile device in conjunction with the Service are governed by the Channels Terms , as may be amended from time to time.

3. Deposit Time

Item Images are deemed received by the Bank when the Item Images have been transferred onto the Bank's system and validated by the Bank. Based upon the size of the batch of items, there may be a significant delay between the time Customer begins to send the items and the completion of the transfer as stated above. If Bank receives and validates the submitted deposit transmission no later than the Bank's designated cut off time (the "Cutoff Time") on a day that the Bank is generally open for business, i.e., Monday through Friday excluding weekends and state or federal holidays ("Business Day"), Bank will consider that Business Day to be the day of deposit (*i.e.,* the date deposit is credited). If Bank receives and validates the submitted deposit transmission after the Cutoff Time or on a non-Business Day, the deposit will be considered to be made on the next Business Day. Whether the Cutoff Time has been met will be determined by the time displayed on the Bank's internal system clocks which may not necessarily be synchronized with the internal clock displayed on Customer's computer or device. For this reason, Bank suggests that Customer submit its deposit transmissions to Bank sufficiently in advance of the Cutoff Time to avoid the possibility of missing the Cutoff Time.

4. Foreign Items

The Service only accepts and processes Items drawn on U.S. chartered banks, whose image originates within U.S. borders.

5. Warranties.

5.1 Customer represents and warrants to Bank that:

- Customer will capture and transmit all Item Images using Bank approved hardware and software applicable to the Service's function;
- Any image Bank receives accurately and legibly represents all of the information on the front and back of the Item as of the time the Item was truncated;
- The information Customer transmits to Bank corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- The Item Image conforms to the technical standards for an electronic Item set forth in Regulation J or Federal Reserve Bank Operating Circular 3, and for a substitute check set forth in Regulation CC;

- No person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;
- Customer will not redeposit through this Service any Item previously deposited and returned to Customer;
- Customer will employ commercially reasonable security measures, including firewalls, sufficient to protect against unauthorized access or duplicate presentment;
- Customer will only transmit Items that originated as paper checks;
- Customer will comply with all applicable laws and regulations;
- Customer will not originate any use of the Service for any purpose outside the U.S. borders. Such origination includes, but is not limited to, the capture and transmission of check images from outside of the U.S.
- Customer will not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority; and
- If the Customer is depositing Items on behalf of third parties, the Customer also represents and warrants to the Bank that with respect to each Item deposited through the Service, the owner of the Item has authorized the electronic transmittal of the Item and guarantees all prior endorsements; Customer has established an anti-money laundering program in compliance with anti-money laundering laws and regulations applicable to it and such anti-money laundering program includes policies, procedures and controls designed to detect and prevent money laundering, including "know-your-customer" policies and procedures, monitoring of transactions for suspicious activities and reporting of suspicious activities, which Customer believes effectively prevents the use of Customer's operations, personnel or facilities for money laundering purposes.

6. New Features. Bank may, from time to time, introduce new features to the Service or modify or delete existing features in its sole discretion. Bank shall notify Customer of any of these changes to features if Bank is legally required to do so. By using any new or modified features when they become available, Customer agrees to be bound by the rules concerning these features.

7. Disclaimer.

Bank makes no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and the Service. Bank specifically disclaims any and all implied warranties of merchantability and fitness for a particular purpose and non-infringement. Bank and its subcontractors also do not guarantee that Customer's access to the Services will be uninterrupted, error free or secure.

8. Indemnification.

Customer agrees to indemnify and hold the Bank harmless for any loss or expense (including attorney's fees and expenses of litigation) resulting from: breach of any of the warranties made by Customer pursuant to these Service Terms or the Lockbox Service Terms; any claim pertaining to any warranty or indemnity that Bank makes with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items as either the bank of first deposit, truncating or reconverting bank.

9. Customer Liability.

Customer shall be solely responsible if any item for which Customer has been given provisional credit is returned or reversed, and neither Bank nor its subcontractors shall be liable or responsible for same. Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement, warranty claims or return. Information and data reported under these Service Terms: (a) may be received prior to final posting and confirmation and are subject to correction and (b) are for informational purposes only and may not be relied upon. Customer agrees that Bank shall have no liability for the content of payment-related information as received from the Customer. Customer shall be solely responsible for the original Items, including storage, retrieval and destruction. Customer agrees to provide a legible copy of an image or the original Item if requested by the Bank. If Customer is unable to provide the original or legible copy, Customer shall be liable for any associated loss or claim involving the Item.

10. Suspension/Cancellation of Service.

Bank reserves the right to suspend or terminate the Service, in whole or in part if Bank believes Customer is in breach of these Service Terms or is otherwise using or accessing the Service in a manner inconsistent with the rules and regulations relating to the Service being provided and such breach, use or access is not cured within three business days after notice to Customer. Further, this Service will automatically terminate if the Customer's account with the Bank is closed for any reason. Either party may terminate the Service upon thirty (30) days' prior written notice to the other party.

11. Intellectual Property Ownership.

Neither these Service Terms nor the provision of the Service transfer to Customer any ownership or proprietary rights in the Bank's technology or any work or any part thereof, and all right, title and interest in and to the Bank's technology will remain solely with Bank or its subcontractors.

Audits. Customer agrees that the Bank shall have the right to audit Customer's books, records, processes and procedures for managing and maintaining the security and safety of the scanners, transmissions and original Items, including the right to audit Customer's and Customer's agents, if any, physical locations where Customer scans original Items and processes electronic check images and data related to the Service. Customer agrees that the use of scanners, including mobile devices, in conjunction with this Service must originate within the United States.

J.P. MORGAN TREASURY SERVICES ELECTRONIC CHANNELS SERVICE TERMS

V4.4_01_24_25

1. Service and Service Terms.

The Bank will provide a service (the "**Service**") for electronic access to the Customer's account information, reports and data (collectively, "**Data**") and for the electronic transmission to the Bank of messages, service requests, and payment and non-payment instructions (each an "**Instruction**") and from the Bank of messages, notifications and alerts, via the J.P. Morgan Access® Online, J.P. Morgan Access® Mobile, J.P. Morgan Host-to-Host/managed file transfer and J.P. Morgan Treasury Services API channels. The Bank reserves the right to modify the applications and products available via the Service. The Service is governed by these terms (the "**Service Terms**"), which incorporate the Bank's terms governing the business accounts and services, including service terms that govern the Bank's processing of Instructions transmitted via the Service (collectively, the "**Account Documentation**"), as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail. Capitalized terms used in these Service Terms, and not otherwise defined, have the meaning set forth in the Global Account Terms or other account terms applicable to the Customer. JPMorgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

2. Security Procedures and Other Controls

2.1. **General.** The security procedures for each channel are set forth below, as may be modified on notice to the Customer through any medium (each, a "**Security Procedure**"). Any Instruction, the authenticity of which has been verified through a Security Procedure, shall be effective as that of the Customer, whether or not authorized, and notwithstanding that the Instruction may result in an overdraft of an Account. Controls unilaterally implemented by the Bank shall not be deemed to be Security Procedures for purposes hereof unless explicitly identified as such in writing. The Customer is responsible for implementing any procedures and requirements set forth in the applicable documentation provided to it by the Bank, as well as any subsequent modification to the procedures and requirements that are designed to strengthen the Security Procedures.

2.2. **Security Procedures and Other Controls for Access Online and Mobile Channels.**

2.2.1. **Access Online.** The Security Procedure for verifying payment Instructions given in the Customer's name via the Access Online channel is validation of a user ID and confidential password of an Authorized User (as defined in Section 2.6 below), validation of a token code generated by a Bank issued or approved security device (which, for the avoidance of doubt, includes software and hardware used to generate "soft tokens" on a mobile device)("**Security Device**") assigned to that Authorized User and Bank transaction review as specified in Section 2.5.

2.2.2. **Access Mobile.** The Security Procedure for verifying payment Instructions given in the Customer's name via the Access Mobile channel is (i) validation of the registration with the Bank of the mobile device used in the transaction, biometric identity verification of the Authorized User by a Bank-issued or approved method, entry of an accompanying PIN of an Authorized User (as defined in Section 2.6 below) and transaction review as specified in Section 2.5; (ii) validation of a user ID and confidential password of an Authorized User (as defined in Section 2.6 below), a token code generated by a Security Device assigned to that Authorized User and transaction review as specified in Section 2.5 or a combination of three or more factors in (i) and (ii).

2.2.3. **Controls Offered to Customer.** For Access Online and Mobile, the Customer may choose to apply certain controls offered by the Bank to the Customer from time to time designed to reduce the Customer's risk of unauthorized transactions. The Customer is responsible for choosing controls that are appropriate for the Customer taking into account, among other things, the nature and scale of the Customer's business, including the size, type and frequency of payment orders normally issued to the Bank, and the nature of its technical environment, internal accounting controls and information security policies and procedures (collectively, "**Customer Internal Controls**"). The Security Procedure that is established by agreement of the Customer and the Bank herein is established in view of the Customer Internal Controls applied by the Customer. For the avoidance of doubt, none of the controls described in this Section are part of the Security Procedures for the channels.

2.3. **Security Procedures and Certificate Procedures for Host-to-Host/Managed File Transfer Channel.** The Security Procedure for verifying payment Instructions given in the Customer's name via the Host-to-Host/managed file transfer channel is authentication of a digital signature certificate, which authenticates transmitted files on the basis of the corresponding security key (the "**Signature Certificate**") and transaction review as provided in Section 2.5. The Customer and the Bank will use the following procedures for the use of a transport certificate, which establishes a secure session between the Bank and the Customer on the basis of a corresponding security key (the "**Transport Certificate**") and the Signature Certificate. Each of the Signature Certificate and the Transport Certificate are referred to herein as a "**Certificate**" and the corresponding security key as a "**Security Key**".

2.3.1. **Certificate Procedures and Requirements.** The Customer shall comply with the Bank's procedures and requirements for Certificates and Security Keys notified to the Customer, including but not limited to Certificate validity period, key strength and cryptographic specifications, as amended from time to time. Any request to the Bank to add, update or delete a Security Key shall include the applicable Certificate, a text file or other physical representation of the public Security Key of such Certificate and any other information in the manner and form designated by the Bank. The Bank shall have the right to rely on any request that the Bank believes in good faith to have been sent by the designated security administrator (**"Security Administrator"**), notwithstanding that such Security Administrator may be a third party acting on behalf of the Customer.

2.3.2. **Certificate Expiration.** Notwithstanding any courtesy notifications the Bank may send to the Customer regarding the Customer's impending Certificate expiration, the Customer acknowledges that it is the Customer's sole responsibility to update the Certificate prior to its expiration date. The Bank shall have no liability for any loss or damage (including, for the avoidance of doubt, any indirect, special, punitive or consequential damages or losses) arising from the Customer's failure to timely update its Certificate. To allow

for proper execution of administrative procedures, and to prevent any lapse in service or emergency procedures, the Customer must request a Certificate change at least 30 days prior to actual Certificate expiration.

2.4. **Security Procedure and Certificate/Token Procedures for API Channel.** The Security Procedure for verifying payment Instructions given in the Customer's name via the API channel is authentication of a Signature Certificate and transaction review as provided in Section 2.5.

2.4.1. **Secure Session.** The Customer and the Bank will establish a secure session between the Customer and the Bank by validation of either (i) a Transport Certificate or (ii) a Bank-generated token ("**API Token**").

2.4.2. **Certificate Procedures and Requirements**. The Customer and the Bank will use the procedures set forth in Sections 2.3.1 and 2.3.2 for the use of Certificates for the API channel.

2.4.3. **API Token Procedures and Requirements**. The Customer shall comply with the Bank's procedures and requirements for API Tokens, as amended from time to time, including but not limited to the generation and safekeeping of any credentials used for the validation of the API Token, notified to the Customer. The Bank shall have the right to revoke an API Token at any time, including in reliance on a request or communication related to an API Token that the Bank believes in good faith to have been sent by the Security Administrator, notwithstanding that such Security Administrator may be a third party acting on behalf of Customer. Any request to the Bank to update an API Token shall be made solely in the manner and form designated by the Bank.

2.5. **Transaction Review.** In addition to the Security Procedures described above, the applicable Security Procedure for each channel also includes transaction review based on various risk characteristics. The transaction review shall be conducted in accordance with commercially reasonable protocols selected by the Bank. Additional authentication from the Customer, such as call-back verification, may be required to complete certain transactions identified by the Bank through transaction review.

2.6. **Confidentiality/Security Breach.** The Customer will be responsible for safeguarding and ensuring that the Security Procedures, Security Devices, API Tokens and any credentials used for the validation of the API Token are known to and used (i) in the case of Access Online and Mobile, only by individuals designated as users by the Security Administrators ("**Authorized Users**"), or, (ii) in the case of the Host-to-Host/managed file transfer and API channels, only by the Security Administrators, as applicable. The Customer shall notify the Bank immediately in the event of any loss, theft or unauthorized use of a Security Procedure, a Security Device, API Token, any credentials used for the validation of the API Token or any other breach of security. The Bank may dishonor or disable any Security Device, API Token, any credentials used for the validation of the API Token or any aspect of the Security Procedures at any time without prior notice and will inform the Customer of the same. In addition, each Customer must implement its own physical and logical security, as well as management controls, that appropriately protect the hardware, software, and access controls used in the transaction process from unauthorized access and use.

2.7. **Security Administrator Designation.** The Customer shall designate Security Administrators who shall have equal authority as specified in Section 2.8 below. The Bank is entitled to rely on any such designation of a Security Administrator. The Customer agrees to notify the Bank of any change in Security Administrators in the manner and form designated by the Bank. Any such change shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.

2.8. **Security Administrator Responsibilities.** Each Security Administrator shall be authorized by the Customer to and be responsible for (i) designating individuals as Authorized Users with respect to the Access Online and Mobile channels; (ii) identifying the functions of the Service that each Authorized User may access; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements with respect to the Access Online and Mobile channels; (iv) managing the Customer's Certificates and corresponding Security Keys or API Tokens and any credentials used for the validation of the API Token with respect to the Host-to-Host/managed file transfer and API channels, as applicable; (v) receiving and distributing materials, notices, documents and correspondence relating to the Security Procedures, as applicable; and (vi) advising each Authorized User of his/her obligations hereunder or under any of the applicable Account Documentation. The Security Administrators shall provide to the Bank, upon the Bank's request, a list of Authorized Users for the Access Online and Mobile channels. In the absence of a valid designation of a Security Administrator at any time or in the event that, after reasonable efforts, the Bank is unable to contact a Security Administrator, the Bank may deliver Security Devices, API Tokens (and any attendant credentials) and materials and deliver/receive Security Keys to/from any person authorized to act on behalf of the Customer with respect to the Accounts.

2.9. **Processing.** The Customer acknowledges that the application of the Security Procedures and any controls unilaterally implemented by the Bank may cause delays in processing Instructions or result in the Bank declining to execute an Instruction.

3. Open Network Access; Equipment

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE SERVICE ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS FROM THE INITIAL DELIVERY DATE OF THE RELEVANT SERVICE. THE BANK AND ITS THIRD PARTY DATA AND SERVICE PROVIDERS DO NOT WARRANT OR GUARANTEE THE SECURITY, SEQUENCE, TIMELINESS, ACCURACY, PERFORMANCE OR COMPLETENESS OF THE DATA OR THAT ANY PART OF THE SERVICE WILL BE ERROR-FREE, WITHOUT DELAY OR UNINTERRUPTED.

The Customer is responsible for, at its sole expense, obtaining, installing, maintaining and operating all browsers, software, hardware, telecommunications equipment or other equipment (collectively, "**System**") necessary for the Customer to access and use the Service in accordance with the Bank's recommended system configuration. The Bank makes no endorsement of any System or third party site, notwithstanding that the Bank may recommend certain Systems or provide a link to a third party site where the Customer may download software. The Customer shall at all times maintain current and effective anti-virus, anti-spyware or other security software and shall take all reasonable measures to maintain the security of its System. The Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet. The Customer further acknowledges that it has made an

independent assessment of the adequacy of the Internet, the System and the Security Procedures in connection with the use of the Service. The Customer assumes all risks and liabilities associated with the operation, performance and security of its System and the use of the Internet or other open networks, failure or use of Customer's or third party equipment, hardware, browsers, operating systems and/or other software or programs, and services or persons outside of the Bank's control, and the Bank disclaims all such risks. The Customer shall not use any equipment, hardware, software or program that harms the Bank. The Customer agrees to indemnify and hold the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses arising, directly or indirectly, from the Customer's use of Customer's or third-party software or program. The Bank may in its discretion provide training or information on best practices to the Customer from time to time but in so doing it will not be considered a consultant or advisor with respect to cybersecurity.

4. Instructions; Data

4.1. The Customer shall be solely responsible for the genuineness and accuracy, both as to content and form, of all Instructions given to the Bank's in the Customer's name and verified through the applicable Security Procedure.

4.2. The Customer acknowledges that Data may not have been reviewed by the Bank, may be inaccurate, and may be periodically updated and adjusted. The Bank is not obligated to assure the accuracy of Data and will not be liable for any loss or damage arising out of the inaccuracy of Data. Further, the Bank shall have no liability for the receipt or viewing by any party of Data sent to the destinations designated by the Customer, including but not limited to email addresses, fax and telephone number(s).

5. Customer Warranties

The Customer represents, warrants and covenants to the Bank that: (i) prior to submitting any document or Instruction that designates Authorized Users, the Customer shall obtain from each individual referred to in such document or Instruction all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service; (ii) the Customer has accurately designated in writing or electronically the geographic location of its Authorized Users and shall provide all updates to such information; (iii) the Customer shall not access the Service from any jurisdiction which the Bank informs the Customer or where the Customer has knowledge that the Service is not authorized; and (iv) the Security Procedures offered to the Customer conform to the Customer's wishes and needs and the Customer has not requested Security Procedures other than those expressly agreed by the Customer and the Bank. The Customer hereby represents, warrants and covenants to the Bank that these Service Terms constitute its legal and binding obligations enforceable in accordance with its terms.

6. Miscellaneous

6.1. The additional jurisdiction specific provisions set forth in the attached Exhibit are applicable to the Customer based on the domicile of the Customer. Where any local laws or regulations of any jurisdiction apply as a result of the Customer's Authorized Users accessing the Service from such jurisdiction or as a result of the location of such accounts in such jurisdiction, the jurisdictional specific provisions of that jurisdiction set forth in the attached Exhibit shall apply to the use of the Service by such Authorized Users.

6.2. These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, USA (without reference to the conflict of laws rules thereof).

6.3. All disputes relating to or in connection with these Service Terms solely arising outside the United States shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be (i) Singapore where the dispute arises solely in Asia and (ii) London where the dispute arises elsewhere (other than the United States) and the arbitration shall be conducted in English, except that (a) disputes solely between a Customer domiciled in the People's Republic of China and JPMorgan Chase Bank (China) Company Limited shall be submitted to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration in accordance with its rules in effect at the time an application is made, with the place of arbitration being Beijing and the arbitration being conducted in English; and (b) disputes involving a Customer domiciled in Taiwan shall be irrevocably submitted to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City. With respect to any dispute, suit, action or proceedings arising in the United States relating to these Service Terms, the Customer irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City.

7. Mobile

7.1. Accepting use of the Bank's SMS text notification service and/or Access Mobile channel constitutes the Customer's authorization for the Bank to send Data, message notifications and alerts through any communication service providers, including both Internet and telecommunications providers, which shall each be deemed to be acting as the Customer's agent. Such providers may not encrypt communications.

7.2. Authorized Users may be required to accept an application agreement or license in order to download Access Mobile. The Customer acknowledges that the Account Documentation shall in all cases govern the provision of these services.

7.3. The Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device.

EXHIBIT A - JURISDICTION SPECIFIC PROVISIONS

A. Australia & New Zealand

To the extent that any supply made by the Bank under these Service Terms is a taxable supply for the purposes of the Australian Goods and Services Tax, or that goods and services tax under the New Zealand Goods and Services Tax Act 1985 is payable in respect of any supply under this License Agreement, ("**GST**"), the fees payable in respect of that taxable supply ("**original amount**") will be increased by the amount of GST payable in respect of that taxable supply. Customer must pay the increased amount at the same time and in the same manner as the original amount.

B. People's Republic of China (PRC)

The Customer can access the Access Online channel via the URL: https://access.jpmorgan.com/. In terms of emergency or any other questions in relation to its access or use of the website or the Service, the Customer may refer to the contact information on the website or contact its representative of the Bank.

C. Indonesia

The Bank and the Customer agree that, for the effectiveness of any termination of these Service Terms or the Services provided hereunder, they hereby waive any provisions, procedures and operation of any applicable law to the extent a court order is required for the termination of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms.
Section 7.3 shall be replaced by "Except for losses directly resulting from errors or delay caused by the Bank's gross negligence or willful misconduct, the Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device."

D. Malaysia/Labuan

In relation to accounts held in Malaysia (excluding Labuan) and/or where the Service is provided in Malaysia (excluding Labuan) references in the Service Terms to "Bank," shall mean J.P. Morgan Chase Bank Berhad. In relation to accounts held in Labuan and/or where the Service is provided in Labuan, references in the Service Terms to "Bank," shall mean J.P. Morgan Chase Bank, N.A., Labuan Branch. The Service provided by J.P. Morgan Chase Bank Berhad shall be accessed through http://www.jpmorganaccess.com.my and the Customer undertakes not to access or utilize or attempt to access or utilize the Service through any other JPMorgan website.

E. Republic of China (Taiwan)

The Customer acknowledges that it will take steps to ensure it enters into the correct website before attempting to access the Service.

F. European Union.

The Customer acknowledges that it is not a "consumer" for the purpose of the European Union's Electronic Commerce Directive ("ECD") (i.e., that it is not an individual) and agrees that the Bank shall not be required to make any disclosures or do any other thing which a non-consumer may agree not to require under the UK rules and legislation implementing the ECD. For further information on the Bank, please see "Notice regarding EU e-commerce information" in the Terms & Conditions on http://www.jpmorgan.com.

The Bank will collect information about the Customer and the Customer's employees and agents (such as, without limitation, authorized signatory details) which may constitute personal data for the purposes of the data protection law. Such personal data may be collected by or on behalf of the Bank in a number of ways (the "Collection Methods"), including via documentation relating to the provision to or use by the Customer of electronic banking services or via the Customer's use of such electronic banking services and via other correspondence or communications between the Customer and the Bank.

Details of the Bank's processing activities of personal data can be found in its EMEA Privacy Policy, which is available on the Bank's website at www.jpmorgan.com/privacy/EMEA. The Bank's EMEA Privacy Policy may be updated or revised from time to time without prior notice. The EMEA Privacy Policy may be used to assist the Customer with providing a fair processing notice to the Customer's underlying data subjects.

The Customer agrees that it has an appropriate legal basis to provide personal data to the Bank and that the Customer will provide any requisite notice to individuals and ensure that there is a proper legal basis for the Bank to process the personal data as described in and for the purposes detailed in the Bank's EMEA Privacy Policy. Both the Customer and the Bank will comply with its respective obligations under applicable data protection and privacy laws.

G. Abu Dhabi Global Market

The Bank may collect information about the Customer and the Customer's employees and agents (such as, without limitation, authorized signatory details) which may constitute personal data for the purposes of the applicable data protection laws, including the ADGM Data Protection Regulations 2021. Such personal data will be processed in accordance with the Bank's EMEA Privacy Policy, accessible through www.jpmorgan.com/privacy/EMEA. The Bank will only process the personal data as described in and for the purposes detailed in such EMEA Privacy Policy. The EMEA Privacy Policy may be updated or revised from time to time without prior notice. The EMEA Privacy Policy may be used to assist the Customer with providing a fair processing notice to the Customer's underlying data subjects.

The Customer agrees that it has an appropriate legal basis to provide personal data to the Bank and that the Customer will provide any requisite notice to individuals and ensure that there is a proper legal basis for the Bank to process the personal data as described in and for the purposes detailed in the Bank's EMEA Privacy Policy. Both the Customer and the Bank will comply with its respective obligations under applicable data protection and privacy laws, including the ADGM Data Protection Regulations 2021.

HEALTHCARE LINK SERVICE TERMS

V1.3_08_25_22

J.P. Morgan Chase Bank, N.A., which may include its designated affiliates and agents (the "**Bank**"), will provide to Customer the services (as elected by and applicable to Customer) described below as part of Bank's Healthcare Link℠ Service. The Bank reserves the right to modify the applications and products available via the service. The services are governed by these terms (the "**Service Terms**"), which incorporate the Bank's standard account terms and conditions governing the operation of business accounts and services as well as other applicable service terms, service guides or materials (the "**Account Documentation**"), as the same may be amended or otherwise modified from time to time. By acknowledging or signing the Account Documentation or by using or continuing to use the Services described herein, Customer agrees to these Service Terms. Capitalized terms used herein and not otherwise defined shall have the meaning specified in the Account Documentation. J.P. Morgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

1. **Service.** Bank will provide to Customer some or all of the services generally described below in connection with Bank's Healthcare Link℠ Service, all as elected by Customer and agreed to by Bank. The following shall be performed by Bank in accordance with its standard operating procedures applicable to the service(s) elected:

   A. **Remittance Data.** Bank may receive and process remittance information and related correspondence, both paper and electronic, for health care claims payments (by way of example, Explanations of Benefits or "EOBs" and Electronic Remittance Advices or "ERAs"). Remittance information for healthcare claim payments, whether received electronically or in paper format, may be referred to herein as "**Remittance Data**".

   B. **Payment Data.** Bank may re-associate payment data made to Customer by third party payers ("**Payment Data**") with Remittance Data.

   C. **Data Delivery.** Remittance Data and Payment Data (as applicable) may be made available electronically to Customer following processing by Bank. The format and timing of transmissions of Remittance Data and Payment Data will be as mutually agreed by Bank and Customer.

   D. **Web Presentment.** Bank may make Remittance Data and Payment Data available to Customer via a web interface.

   E. **Workflow Services.** Bank may make additional services available through a web interface that will allow Customer to perform certain agreed online remittance management activities or other workflow-related tasks such as management of denials, reconciliation and/or secondary claim submission.

2. **Data Retention.** Images of checks and documents will be retained for the period of time mutually agreed to by Bank and Customer; provided, that in no event shall such time period exceed Bank's then-current standards for data retention.

3. **Security.** Bank will specify security procedures ("**Security Procedures**") for receiving and accessing Remittance Data and Payment Data and for accessing online services. Customer will comply with the Security Procedures, as the Bank may revise the same from time to time.

4. **Third Party Provider of Customer.** In situations where Customer has requested that Bank work with Customer's third party provider ("**Customer's Agent**") in connection with the services elected by Customer: (a) Customer is responsible for all actions taken or not taken by Customer's Agent and Customer is responsible for all costs and expenses of Customer's Agent; (b) Customer agrees to cooperate with Bank regarding any request for information concerning Customer's Agent, though Customer also agrees that Bank has no responsibility or obligation to inquire as to the authority of Customer's Agent or with regard to any action taken or not taken by Customer's Agent on Customer's behalf; (c) Customer hereby authorizes Bank to communicate directly with and provide information and data directly to and to receive information and data directly from Customer's Agent on any and all matters related to the services provided on behalf of or for the benefit of Customer; and (d) Customer shall notify Bank immediately if Customer suspects or becomes aware of any activity or transaction of Customer's Agent that Customer believes may be of an illegal or illegitimate nature.

5. **Other Service Providers.** Nothing express or implied in these Service Terms prohibits Bank from performing the services itself, through an affiliate or by contracting with a third-party contractor to assist Bank in the performance of the services hereunder including, without limitation, an affiliate or third-party contractor located outside of the United States of America. Bank may add or change subcontractors at any time without notice. Bank may terminate the services, including the ability of Customer to access images of checks and documents as provided herein, if any third-party processing agent ceases to provide some or all of the processing or performance of the services being provided under these Service Terms.

6. **Accuracy; Legibility.** Customer will provide and ensure that Customer's Agents provide the information determined by Bank to be necessary to satisfy its responsibilities under these Service Terms in a format required by Bank. All information shall be provided to Bank in the time and in the method required by Bank. Bank shall assume that all such information provided to Bank by Customer, Customer's Agent(s), another processing area of Bank (for example, Bank's lockbox processing area) or any other third party (for example, an insurance company or other payer) is complete and accurate, and Bank is under no duty to question the completeness or accuracy of such information. Customer acknowledges that Bank cannot perform its duties under these Service Terms without complete, accurate and timely information and that Bank shall have no liability to Customer as a consequence of incomplete, inaccurate and/or untimely information provided to Bank.

ELECTRONIC SIGNATURES SERVICE TERMS

V1.4_11_17_20

These Service Terms set forth the terms and conditions upon which the Bank will accept documents and Instructions related to the Account and Services (including commercial card services, if applicable) signed by any person authorized to sign such documents on behalf of the Customer ("Authorized Signer") using an electronic signature ("E-Signed Document"). The provisions of the account documentation, including terms and conditions governing the operation of Accounts and Services ("Account Documentation") are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined herein shall have the meanings set forth in the Account Documentation. Neither the Customer nor the Bank are obligated to use or accept electronic signatures. The Customer may request that a document presented to it through a Platform be provided for manual signature. The Bank may require that the Customer provide a document or instruction manually signed by an Authorized Signer along with evidence of the Authorized Signer's authority to execute such document or instruction.

1. **Eligible Platforms.** By using an eligible e-signature platform ("Platform") to send an E-Signed Document to the Bank, the Customer shall be deemed to accept these Service Terms and provide consent to use the below Platforms to send and receive any document and information related to the Account and Services (including commercial card services, if applicable) to and from the Bank, which for the avoidance of doubt shall be binding on the Customer (to the exclusion of any terms and conditions provided by the Customer). The Bank only accepts E-Signed Documents signed through Platforms acceptable to the Bank on the terms set forth herein. The Bank may accept E-Signed Documents signed through a Platform in instances where the signing event was initiated by the Bank or internally by the Customer. A list of Platforms is available from JPMorgan upon request. E-Signed Documents signed through a Platform must include a signature panel or other indicator evidencing the document has not been modified since the signature was applied and a certificate of completion or audit trail providing details about each signer on the document, which must include, at a minimum, the signer's email address and timestamp ("Completion Document").

2. **Configuration of Platforms.** The Customer is responsible for its own use and configuration of each Platform. Security features (including, without limitation, encrypted messages, additional authentication requirements or features designed to prevent a document from being reassigned to another individual for signature) are included on the Platform for the benefit of the Customer (including, without limitation, to mitigate against fraud). By choosing not to use (or, in the case of encryption, not having the capability to use) any one or more security features, the Customer accepts the risks associated with not using such security measures. The Bank is not liable for any loss suffered by the Customer as a result of the Customer not using such security measures. The designated recipient of an email received from a Platform may not forward such email to another person for e-signature. If a document is misdirected, the recipient should contact the Bank or use functionality within the Platform to reassign the document to an Authorized Signer. The representations and warranties given by the Customer in these Service Terms will in no way be affected by a Customer's choice not to use a security feature.

3. **Authority Documents; Personal Data.** The Customer has separately provided the Bank with documentation (i) showing or certifying the authority of its Authorized Signers to sign documents on behalf of the Customer and (ii) containing the correct name, business email address, and telephone numbers ("Personal Data") for each Authorized Signer ("Authority Documents"). The Customer represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Customer will promptly notify the Bank if there are any changes to the Authority Documents, including if an Authorized Signer's authority is modified or revoked. The Bank is authorized to rely on the information set forth in the Authority Documents until it receives and has had a reasonable time to act on such notice. In instances where the Bank initiates the signing event, the Bank will share Personal Data with the Platform for the sole purpose of facilitating the e-Signing process, and the Customer and Authorized Signer hereby, and by executing an E-Signed Document, consent to the sharing of such information and waives (to the extent permissible) any restrictions on sharing such information under applicable law, including banking secrecy, if applicable. Personal Data will be kept by the Platform for the duration of the e-Signing process and will be deleted after a period of two years.

4. **Bank's Review of E-Signed Documents.** Upon receiving an E-Signed Document, the Bank will review the applicable Completion Document and current Authority Documents to (i) to verify that the signer of the E-Signed Document is an Authorized Signer, and (ii) verify that the email address associated with the electronic signature on the E-Signed Document is the email address of an Authorized Signer. The Bank will not verify whether the electronic signature in an E-Signed Document matches the specimen signature held by the Bank. The Customer agrees that verification of each E-Signed Document in accordance with this paragraph shall be deemed as prima-facie evidence of its having been duly executed by the Authorized Signer whose electronic signature appears thereon.

5. **Customer Representations and Warranties; Acknowledgements.** The Customer represents and warrants on a continuous basis that (i) each E-Signed Document has been validly executed by duly Authorized Signer(s) in accordance with the requirements of applicable law in the Customer's place of incorporation and, to the extent relevant, the Customer's constitutional documents; and (ii) each E-Signed Document constitutes a valid, legal, enforceable and binding obligation of the Customer. The Customer acknowledges that the Bank has relied on the foregoing representations and warranties when accepting E-Signed Documents. The Customer confirms that each E-Signed Document constitutes an electronic record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such printed copies will be treated to the same extent and under the same conditions as other original business records created and maintained in documentary form.

   The Customer represents and warrants that it has commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Signer at the Authorized Signer's business email address, which include the following: (i) each Authorized Signer is assigned a unique business email address; (ii) the Authorized Signer's access to the business email account requires at least the use of a unique username and password; and (iii) the Authorized Signer is required to maintain the security of the log-in password and other security used to access the business email account and not to reveal them to any other person.

6. **Limitation of Liability; Indemnification.** Bank assumes no responsibility or liability arising from operation of a Platform or the transmission, treatment or storage of any data by a Platform, including, without limitation, any Personal Data. In consideration of the Bank

accepting E-Signed Documents, the Customer indemnifies and holds the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the Bank's reliance on these Service Terms or on an E-Signed Document executed on behalf of the Customer.

7. Governing Law. Without prejudice to any other provision in the E-signed Documents relating to governing law, these Service Terms and any non-contractual obligations arising out of or in relation to its terms shall be (i) with respect to Accounts located in North America, Central America, South America, Asia (except the People's Republic of China ("**PRC**"), India and Vietnam), Australia and New Zealand, governed by and construed in accordance with the laws of New York (except as set forth herein), (ii) with respect to Accounts located in Europe, the Middle East and Africa, governed by and construed in accordance with the laws of England, (iii) with respect to Accounts located in India, governed by and construed in accordance with the laws of India, (iv) with respect to Accounts located in the PRC, governed by and construed in accordance with the laws of the PRC, (v) with respect to Accounts located in Vietnam, governed by and construed in accordance with the laws of Vietnam, and (vi) with respect to commercial card services, governed and construed in accordance with the laws of New York. Any disputes arising out of or relating to its terms or any non-contractual obligations arising out of or relating to its terms will be submitted for resolution to the exclusive jurisdiction of the courts of the country or state at which the relevant Account is located, without reference to the conflicts of laws provisions thereof, provided, however, for Accounts located in the PRC, any such disputes will be submitted for resolution to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration which shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration and the hearing place shall be Beijing. The Customer agrees that Personal Data will be subject to the laws and legal procedures of the jurisdictions where Platform's databases are located and to the Platform's data retention policy.

8. Entire Agreement. These Service Terms shall constitute the entire agreement between Bank and Customer with respect to the use and acceptance of electronic signatures related to the services provided under the Account Documentation. Therefore, any terms and conditions displayed through a Platform, on the Platform's website, or on the Customer website, or any other Customer terms and conditions, related to the use and acceptance of electronic signatures shall not be binding on Bank or the Customer.

J.P.Morgan

Proposal for
City of Murrieta

Banking and Merchant Services

March 21, 2025

A vision is an aspiration; it describes what people hope to see in the future, not necessary what is true today. Pursuing the vision means translating broad priorities into more particular policies and actions.

Murrieta's vision…marks a deliberate effort to direct investment toward building a strong economic base, a "sense of community", and great quality of life for generations to come.

CITY OF MURRIETA GENERAL PLAN 2025

Message to
City of Murrieta

March 18, 2025

Cynthia Rockwell
Purchasing & Contracts Coordinator
1 Town Square
Murrieta, CA 92562

Dear Cynthia:

On behalf of JPMorgan Chase Bank, N.A., (J.P. Morgan), thank you for the opportunity to present our response to the City of Murrieta's (the City's) Request for Proposal (RFP) for Banking and Merchant Services. It has been our distinct privilege and pleasure to get to know you and the Finance team over the course of the past year. Thank you for the investment you have made in connecting with us, and for articulating the City's needs, goals and vision for the future.

Should we earn the City's banking and merchant services business, the primary location where the City's banking relationship will be managed is: 12860 El Camino Real, Floor 2, San Diego, CA 92130. The City's local branch is located 1.4 miles from City Hall at: 40655 California Oaks Rd, Murrieta, CA 92562. We will provide the City with a specific branch contact should the need arise to conduct business there, but our service model allows for the City to be cared for by a dedicated Public Sector Customer Service Team for day-to-day needs, as well as by your banking team which is comprised of your Treasury Management Officer, John Wacaster, and by me, your Relationship Manager and primary business contact.

We stand ready to answer any questions or provide any additional information needed as the City undergoes your evaluation process. Please do not hesitate to contact me should the need arise.

Sincerely,

Veronica Villasenor

Veronica Villasenor

Relationship Manager
(858) 284-5810
veronica.villasenor@jpmorgan.com

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Executive Summary

Executive summary

Doing business with the City is an honor and a privilege.

You demand excellence and take the welfare of the people you serve seriously. We want to match those high standards and support your vision and mission. We can do this by offering innovative treasury services and solutions that fit the diverse needs of your residents.

As you read the following pages, we want you to feel confident that we've done our due diligence. This response outlines how a responsible and responsive provider like us delivers financial excellence by creating new solutions, transforming industries, embracing diversity and providing dedicated support.

Our seamless, cohesive approach to treasury management offers you an efficient, cutting-edge way of managing receivables, payables, liquidity and credit. We've also put levers in place to help make sure there are minimal disruptions to your operations in the event of an economic downturn.

Our Southern California-based team remains by your side through thick and thin. We will periodically reassess the plan we create together so we can always stay on target—doing our best to align our initiatives with your objectives.

Thank you for giving us this special opportunity. It's our pleasure getting to know you better through your RFP and preparing a response that best addresses your questions.

You have access to a strong and stable financial institution

Our financial stability is demonstrated by statistics (as of December 31, 2024):

- **$670.6 billion** in market capitalization
- **$1.35 trillion** in loans
- **$2.4 trillion** in deposits
- **$345 billion** total stockholder equity

We also have Tier 1 capital Ratio and Total Capital Ratios of 16.8% and 18.5%, respectively; the ratios presented are calculated under the Basel III Fully Phased-In Approach.

Have confidence that you're working with an experienced relationship team

Our Government Banking team is a specialized group of relationship managers dedicated to delivering solutions to state and local governments. We know the government sector intimately through our experience serving more than 2,100 government clients.

We make the onboarding process easy

We deliver tailored solutions that meet your needs and provide a dedicated resource to fully support your onboarding journey. We will:

- Develop a tailored implementation plan that fits the needs of your organization
- Work with you to understand each operating environment
- Collaborate with leadership to deploy a cohesive strategy
- Enhance your experience by acting on your feedback and making continuous improvement

We're invested in your success

Our mission is to support people, strengthen communities and advance local economies. We're deeply dedicated to local growth and transformation while maintaining the richness and culture that's so important to you.

We invest in the economy: We provide capital to businesses, governments and nonprofit organizations in local markets. This is how we show our support in California:

- $3.3 billion spent on goods and services in 2023.
- $158 million in philanthropic contributions from 2019-2024.

We invest in community: The strongest, most resilient communities are those with thriving educational systems, resources for people and businesses, and investments in infrastructure.

- Committed $5 million to Mission Economic Development Agency's partnership with the San Francisco Housing Development Corporation to support affordable housing capacity and anti-displacement strategies.
- Committed $4 million to Genesis LA to support local collaboratives to address the housing affordability crisis by increasing their capacity in housing production and preservation.

Our contribution to California

875+	3,100
branches	ATMs

We invest in people: We're supporting your residents in meaningful and sustainable ways. We're creating opportunities for artists to beautify neighborhoods, for technologists to conduct research and development or for veterans to start businesses. We look forward to continuing to support the people of the City:

- $12.3 million new market tax credit equity invested in the Seed School of Los Angeles County to support the development of a new college-prep boarding school for career readiness in transportation infrastructure, STEM and humanities, located in South LA.
- 160 fellows sponsored since 2014 as part of The Fellowship Initiative (RFI), a program that supports young ;men of color through high school and college.
- JPMorganChase is committed to honoring those who have serviced. We have hired more than 970 veterans in California since 2014.

We invest in technology: Our 2024 technology spend budget was **$17 billion**. This major commitment is your assurance that we are prepared and able to meet your needs and requirements during these turbulent economic conditions.

Take advantage of favorable pricing and controlled bank fees

The City's financial health is our top priority and we want to show you what financial benefits we can offer you:

Financial incentives summary	
Pricing and incentives	
Lock on pricing	3 years
Transition credit (1)	$6,000
9-month analysis fee waiver	$6,000 estimated value
Waiver yields potential interest earnings on average balance of $100 million	$2,812,500 value
Implementation fee waiver	$1,000
2 remote deposit scanners at no charge	$1,100 value
Maximized liquidity	
Earnings credit rate (2)	2.92%
Hybrid demand deposit account rate (2)	3.75%

(1) To be applied to account analysis up to the first 9 months after account opening
(2) 3.75% for balances of over $100 million; 3.50% for balance above $75 million, up to $100 million

We stay one-step ahead when it comes to Government Banking

Our government-first focus means we're dedicated to providing the industry with innovative financial solutions and personalized client service. Our first-hand knowledge and understanding of today's challenges comes from having supported government agencies and authorities with critical activities ranging from planning and development to tax processing, utilities, finance, procurement, public safety and disaster relief. We remain responsive to change because of our:

- **Expertise**: We have institutional banking knowledge gained through our more than more than 2,100 public agency clients and our Government Council resource
- **Technology**: Our tech innovations are funded by a technology budget of **$17 billion** that includes investments in cybersecurity
- **Service**: Stay up to date through regular relationship reviews, training opportunities and discussions with your local team
- **One relationship**: Leverage us to provide a broad assortment of services that can help reduce costs, improve services and better manage risks
- **Onboarding**: Your experienced onboarding specialist will facilitate your transition and implementation of services and provide you with insights and project visibility

Our Government Council benefits you

Each year, our Government Council hosts client webinars, provides articles on topics of interest, such as shared services and mobile payments, and participates in government conferences. Learn from your peers and government sector experts about best practices and innovative solutions.

Our Government Industry Council consists of senior bank management, relationship managers, and industry and product experts who collaborate to help our products remain aligned with our clients' financial, operational and regulatory requirements. You maintain a voice in the Government Council. Your relationship team communicates feedback to the Council to provide recommendations for improvements to our products and services.

Why us?

We understand you're making a big decision whether to change banks or maintain status quo. We ask you to consider the following as you review our response:

- **The people and the experience**: Implementation and service should be nothing short of outstanding. The bank you choose should exceed your expectations in planning, operational accuracy, troubleshooting, communication, sense of urgency, care and kindness.
- **Thought leadership**: The bank you select should employ the very best people in the industry who have the experience and expertise to apply best practices on a regular basis and keep you abreast of emerging technology and trends.
- **New and different technology**: You're choosing a bank for its people and what the future holds. You enter a long-term strategic relationship and invest in that bank's technology of the future. It's important to understand your provider's budget and roadmap. You should feel confident it has the resources and vision to stay ahead of rapidly changing technologies.
- **Understanding of culture and vision**: You deserve a highly experienced team of treasury experts that understands your needs, culture and vision for the future and the goals of each of your departments—both individually and as a whole.

Our commitment

Our government expertise is one of the many reasons clients choose J.P. Morgan Commercial Banking.

We provide quality service, make it easy to do business with us and build long-lasting relationships based on client satisfaction.

We understand you're working to achieve efficiency and create a bright future. We know it's all in the details. By selecting us as your primary provider, you're choosing a proven and dependable institution focused on aligning your objectives with solutions to exceed your goals.

In conclusion

We welcome the opportunity to discuss our recommendations, introduce our broader team and demonstrate our systems as we collaborate closely with you throughout this effort.

With over 55 years of experience in the government sector and more than 2,100 government clients, we're prepared to support you at any juncture—enhancing risk management, boosting efficiencies and improving constituent service.

We have the experience, the solutions and the people to effectively support your goals. We're honored you have given us this opportunity and look forward to hearing your decision.

The integrity and quality you expect.

A proven commitment to exceptional service makes certain that **what matters to you, matters to us**.

Solution Overview

Solution overview

Leadership, quality, client advocacy, investment, along with unparalleled scale and commitment to delivering our services on your behalf, position us to help you achieve your treasury goals. We have a 200-year legacy of client service excellence, product innovation and industry leadership.

Capture scale from the firm that ranked #1 in U.S. dollar treasury and commercial clearing—as of 2021, processing $3.3 trillion in daily wire payments and $32.7 trillion in originated annual ACH payments.

You gain from later deadlines, faster clearing and operating efficiencies. Spreading capital expense of technology and infrastructure across large volumes defines our value proposition to provide industry-leading products and services at a competitive price.

Receivables

As one of the world's largest providers of cash management services, J.P. Morgan offers the perspective of an industry thought leader, product innovator and global financial solutions provider. Each day, we deliver payment, collection, liquidity and investment management, trade finance, commercial card and information solutions to corporations, financial services institutions, middle market companies, small businesses, governments and municipalities worldwide. We serve over 2,100 government clients nationally through our Government Banking specialized industry group.

We are excited to work with your goals, co-innovating and collaborating across each aspect of payments to help you accept, manage and pay out throughout each stage of your growth. You can feel confident working with a provider that is the #1 in U.S. dollar payments volume[1], #1 Overall Merchant Acquirer in U.S.[2] and #1 U.S. card issuer[3]. The relationship team stands ready to deliver the full breadth of our resources to the City. We live, work and volunteer in your community and are here to support your employees, customers and stakeholders and the communities we both serve.

(1) Nilson Report, Issue 1215, March 2022

(2) J.P. Morgan 2021 Annual Report

(3) Global Finance, World's Best Bank 2021, October 2021

Receivables solutions	
Remote Deposit Capture	A check deposit solution powered by Receivables Online via J.P. Morgan Access, allows the City to scan checks and full-page documents from their desktop or mobile device and electronically send the images to the bank for deposit. **Desktop:** San checks and remittance documents using an approved high-speed check or check + document scanner. **Mobile (U.S. Only)**: Take pictures of checks and remittance documents with a supported iOS or Android smartphone device.
Lockbox	Scannable lockbox allows the City to direct consumer payments to one of our local processing centers where coupon based payments are automatically collected, processed and deposited into your J.P. Morgan bank account. You can report, enrich and reconcile your lockbox payments alongside other payment channels with Receivables Online.
Image Cash Letter	We have invested well over $100 million to enhance our image infrastructure and capabilities in depository services to make certain we are an industry leader in depository services. Therefore, we would encourage the City to take advantage of our Image Cash Letter (ICL) or Remote Deposit Capture (RDC) product offerings. If you process your own checks, rely on a third-party or electronically consolidate deposits from multiple locations, you face growing costs, risks and inefficiency. Our Image Cash Letter solution allows you to image your paper items and transmit them to us electronically for clearing. As part of this process, our solution reviews your check images and accompanying data to determine the optimum clearing method: • Automated Clearing House (ACH) • Check Image Clearing In addition, because we process a significant number of transactions as on-us items, we are able to process yours the same way, helping you keep clearing costs down.
ACH debit origination	Use our banking portal or secure file transfer protocol (SFTP) transmission to originate ACH debits from your constituents. The banking portal provides a fully integrated, browser-based service with easy-to-use applications for all your information, compliance and portfolio management needs. Many large originators find it convenient to originate large volume via batch and create occasional manual entries online when necessary.
Digital Bill Payment	Customers benefit from modern payment methods that allow them to view and pay their bills easily and efficiently. With the Digital Bill Payment solution, the City is poised to deliver innovative solutions to your customers by providing them with the ability to pay obligations owed to you in person or online, in many convenient ways. As a fully hosted, single-vendor solution, our relationship with Paymentus alleviates the burden, disadvantages and costs of coordinating across different vendor systems. With one connection and one integration, the City has access to industry leading electronic bill presentment service and directly integrated with us and our J.P. Morgan Merchant Services platform. With our solution, your customers can easily view invoices electronically and pay single or multiple invoices through an online portal. Implementing Digital Bill Payment (DBP) enables the City to improve reconciliation by streamlining a paper-intensive process and migrate your customers to electronic payments to expedite collections.

Payables

The distinct value of J.P. Morgan Payments is our vision is to transform the future of payments as one of the industry's top innovators and empower your business to thrive. We believe seamless and secure payment solutions can help your business grow, diversify and thrive—enabling you to pay anyone, by any method or channel, from anywhere, at any time. We offer a detailed approach to solutioning your payments needs.

Payables solutions	
Wires	U.S. dollar wire transfers continue to be a vital and widely used method for the electronic transfer of funds. Wires can also quickly send money globally in a non-local currency, allowing transfers to be easily received by other financial institutions. We offer secure, same-day payment settlement with intraday finality and irrevocability.
Check print	Check Print Outsourcing (CKO) allows the City to send check printing data electronically to us to print and deliver checks, advices and related documents. The City can eliminate costly operations while maintaining control of the payment process, enabling you to focus on core competencies. Mitigate fraud risk by eliminating the need to manage internal controls related to in-house check printing, such as securing check stock. Reduce expenses by lowering your per-unit cost of check print materials and take advantage of pre-sort bulk postage rates. Be better prepared when using J.P. Morgan as your disaster recovery plan, no need to maintain a backup site or risk delaying payments.
Purchasing card 	**Plastic and cardless (ghost) payment solution** • Reduce costs: Increase efficiency, streamline processes and reduce costly manual processing on low-value/high-frequency spend • Enhance control: Enhance employee convenience with spend controls and added visibility to promote policy adherence and minimize misuse • Realize gains: Create potential for rebate revenue and cash flow optimization
Virtual card 	**Virtual, electronic single-use payables solution** • Automate control (to the penny): Automate higher value spend requiring accounts payable control or "one-off" transactions • Get it all: Receive the benefits of a Purchasing Card with the controls of a check (payee, date, amount) and the efficiencies of ACH • Realize gains: Take advantage of earning rebate revenue, extending float, increasing liquidity and streamlining the payment process

Information reporting and connectivity

J.P. Morgan Access is an award-winning integrated global cash management platform. A secure single sign-on for transactions, reporting, liquidity management and trade services—all in one place. The online portal's multi-level security is designed to help protect your privacy, preserve data authenticity and maintain strong operational controls. This advanced reporting and transaction initiation platform is customizable, allowing each user to have immediate access to information specific to their job responsibilities. Our online portal is proof of our dedication to investing in leading-edge technology, product innovation and improving the client experience.

J.P. Morgan Access®	
Banking portal	Our online portal, is an award winning integrated single sign-on experience for transactions, reporting, liquidity management and trade services.
Mobile	Now the power of J.P. Morgan Access is available to the City in the palm of your hand—with a mobile application that provides anytime, anywhere, secure cash management on smart-phones and tablets. From wherever they are, treasury professionals can view business critical account information, tailored to their needs for informed and quick decision making. And it's all supported with our award winning multi-level security protocol designed to protect privacy, preserve data integrity and maintain operational control.
J.P. Morgan Embedded Solution for Excel	A Microsoft Excel® add-in that automatically populates your spreadsheets with account data from J.P. Morgan Access.
File transmission	File Transmission allows the City to connect your treasury workstation (ERP/TMS) with us through a global electronic file transmission for bulk payments and reporting for secure, centralized and automated payments and data delivery. • **Centralized payments**: Global mixed payment electronic file for urgent/non-urgent, electronic/paper, credit transfer and direct debit—all in a single file • **Streamlined reporting**: Global intraday and prior-day balance and transaction reporting on U.S. and international J.P. Morgan and multibank accounts

Account structure

The Hybrid DDA allows you to earn interest on excess funds without moving them to an investment account. Optimize your cash management in comparison to managing a sweep option or direct investment because the funds remain in one cash account and are available for use as needed. Moreover, 100% of the funds in this account are collateralized per California State requirements with Treasuries, enabling the City to feel secure entrusting J.P. Morgan with its public funds.

The power of DDA with earnings credit and interest-bearing DDA together:

- Increase operational efficiency and flexibility in your cash management.
- Hybrid DDA account earns an earnings credit rate (ECR) up to your controlled peg balance.
- Funds in excess of the peg balance earn hard dollar interest.
- Benefit of full liquidity throughout the business day with no restrictions on withdrawals.

The Result: Funds are housed in a single account earning both a competitive ECR and interest rate.

Conclusion

We offer industry-leading financial solutions and thought leadership that foster greater financial and operational outcomes. Based on the objectives stated in the RFP and our understanding of your goals, we are confident that we are specifically qualified to meet the City's objectives. Our team will work with you to further identify opportunities for improvement and collaborate with leadership to deploy a cohesive strategy. We hope you will allow us to demonstrate our attention to detail, service, project management, organization and overall platform by choosing us to be your go-forward banking provider.

We want to earn your business and we value this opportunity to build a strong relationship with the City.

Scope of Services

Section A - Letter of Transmittal

The letter should address the Proposer's desire and commitment, if selected, to provide the service, and why the bank believes it should be selected. The letter should contain a statement that the bank has read and will comply with all the terms and conditions of the RFP. The letter should be addressed to Javier Carcamo, Director of Finance, and signed by an authorized representative of the Proposer.

March 18, 2025

Javier Carcamo
Director of Finance
1 Town Square
Murrieta, CA 92562

Dear Javier:

The City of Murrieta (the City) is in the midst of unprecedented growth, development and change; it truly is an exciting time. We have enjoyed getting to know you and your team over the past year. Our dialogue has helped us to gain a better understanding of your specific needs. Because of the extensive conversations we've enjoyed, we are poised to support you in your goals to increase efficiencies and incorporate technology to enhance your operations. As you evaluate our proposal, please consider the following points which demonstrate why we believe JPMorgan Chase Bank, N.A. (J.P. Morgan) is the ideal banking provider to support the City's goal of obtaining the most efficient, high-quality services at the most reasonable cost.

- **Government-first, local focus:** With over 55 years of experience in the government sector, we are prepared to support the City at your touchpoints—enhancing risk management, boosting efficiencies and improving the constituent experience. J.P. Morgan is the largest and one of the strongest banks in the United States. We provide financial solutions to all types of government entities, and in October 2022 became the only bank in the U.S. qualified to accept government deposits in all 50 states. This is a true testament to our dedication to the government sector, managed by a dedicated team of over 230 bankers covering more than 2,100 government clients across the U.S. Moreover, we are dedicated to the region. We are pleased to offer the City the convenience of a Chase branch location 1.4 miles from City Hall. Lastly, your Southern California-based banking team has over 40 years of collective experience serving local governments, and stands ready to serve the City.

- **Demonstrated experience in the transition and implementation process:** With over 87,000 product implementations completed in 2023 and more than 500 digital implementations annually, we are prepared to guide the City through a thoughtful and customized banking services transition. Our goal is a seamless integration, and we strive to provide industry-leading experience. By providing dedicated resources and intuitive processes, we help ensure that moving your business to J.P. Morgan is as smooth as possible. We understand the importance of a consistent and timely implementation. That is why our customer-first approach is designed to be efficient. We encourage you to speak with the references provided to receive a first-hand account of their transition experience.

- **Technology:** Our 2024 technology spend was more than $17 billion. This dedication is your continued assurance that we are prepared to support the City's evolving needs during rapidly changing times. We take a consultative approach and empower our clients to leverage technology to increase efficiencies, mitigate fraud and deliver superior value to their constituents. Also, a significant portion of this technology budget is dedicated to cybersecurity. You can take comfort knowing that we are keeping J.P. Morgan's house, and ultimately *your data*, safe.

J.P. Morgan is willing to utilize the sample Agreement included in the RFP, subject to such terms being negotiated and mutually agreed to by both parties, and incorporating J.P. Morgan's account terms and service terms. The services contemplated by this RFP are standard financial services subject to particular requirements in the financial services industry, and as such, we have attached our form agreements for the services contemplated in the RFP. The account terms and service terms provided by J.P. Morgan relate directly to and articulate the specific services J.P. Morgan is proposing to the City of Murrieta. J.P. Morgan is amenable to discussing modifications to the agreements where appropriate to try and meet the City's needs. Further, if J.P. Morgan is mandated as the winning bidder, J.P. Morgan will negotiate the sample Contract with the City

The City's vision of an investment toward building **a strong economic base, a "sense of community", and great quality of life for generations to come** is one that we align with and are dedicated to supporting. We appreciate the opportunity to present our offerings and welcome any questions about our proposal.

Sincerely,

Veronica Villasenor, Relationship Manager
(858) 284-5810
veronica.villasenor@jpmorgan.com

Section B - Bank Services to Public Sector

Please respond to the following sections:

Bank Overview

General overview of the bank, governmental client service philosophy, and corporate organization, including identification of the government services unit, location of corporate, processing center, local branch locations, hours of operation and banking holidays.

JPMorgan Chase & Co. (JPMorganChase) is a financial holding company. Its principal banking subsidiary is JPMorgan Chase Bank, N.A. (J.P. Morgan), a national banking association with branches in 48 states. Here are some other key distinctions we think you should know about us:

- Our principal nonbank subsidiary is J.P. Morgan Securities LLC (J.P. Morgan Securities), a United States (U.S.) broker-dealer.
- The firm's principal operating subsidiary outside the U.S. is J.P. Morgan Securities PLC, a United Kingdom (U.K.)-based subsidiary of J.P. Morgan—wholly owned by JPMorganChase.
- JPMorganChase is a leading global financial services firm with assets of more than $4.0 trillion.
- A component of the Dow Jones industrial average, JPMorganChase has its corporate headquarters in New York.

WE'RE STRONG IN NUMBERS

JPMorganChase has a global reach

We have 141 locations across the U.S. and 34 major international cities. Commercial Banking provides comprehensive financial solutions, including:

- Lending
- Treasury services
- Investment banking
- Asset management

The firm serves millions of consumers in the U.S. and many of the world's most prominent corporate, institutional and government clients under the J.P. Morgan and Chase brands. Additional information about the firm is available at www.jpmorganchase.com.

As of December 31, 2024, JPMorganChase has:

- Headcount of 317,233 employees worldwide.
- Market capitalization of $670.6 billion.
- Deposits of $2.4 trillion.
- Loans of $1.35 trillion.
- Total stockholder equity of $345 billion.
- Tier 1 and total risk-based capital ratios 16.8% and 18.5%, respectively. The ratios presented are calculated under the Basel III Fully Phased-In Approach.

Lines of business

Both JPMorganChase and J.P. Morgan are managed on a line-of-business basis. The business segments are based on the products and services provided or the type of client served. The services required to meet your requirements will be provided through our Commercial Banking sub-line of business.

JPMorgan Chase & Co. current organization by lines of business

Figure 1

Values and mission statement

Our mission is to be the best financial services company in the world, and we believe the principles outlined below will get us there. We hope these values, which have helped guide JPMorgan Chase for over 200 years, will provide you with a roadmap on how and why we make our decisions.

Aspire to be the best

- Develop a world-class franchise in every business we operate
- Be field- and client-driven, consistently delivering the best products and services in a cost-effective way
- Innovate, test and learn
- Create powerful brands that carry a commitment of quality and integrity

Execute with excellence

- Demand and maintain strong financial discipline, building for good times and bad
- Create and maintain a fortress balance sheet
- Design and maintain the best systems and operations
- Eliminate waste and bureaucracy
- Maintain a strong system of internal governance and controls
- Measure performance through balanced scorecards

Build a great and winning culture

- Operate with the highest standards of integrity
- Train and retain great managers
- Be open and honest with ourselves, our colleagues, our shareholders, and our communities
- Get incentives right
- Foster an environment of respect and inclusiveness
- Give back to our communities

Corporate headquarters

JPMorgan Chase Bank, N.A. is headquartered in the United States at: 1111 Polaris Parkway, Columbus, OH 43240.

Branch locations

Refer to **Section F – Deposit Activity**, Question #1 for a comprehensive list of branch locations near the City.

Bank holiday schedule

2025 U.S. holiday schedule	
Wednesday, January 1, 2025	New Year's Day
Monday, January 20, 2025	Martin Luther King Jr. Day
Monday, February 17, 2025	President’s Day
Monday, May 26, 2025	Memorial Day
Thursday, June 19, 2025	Juneteenth National Independence Day
Friday, July 4, 2025	Independence Day
Monday, September 1, 2025	Labor Day
Tuesday, November 11, 2025	Veterans Day
Thursday, November 27, 2025	Thanksgiving Day
Thursday, December 25, 2025	Christmas Day

Experience

Describe the bank's direct experience in servicing public sector clients, primarily mid-size cities such as the City of Murrieta. Please include the following: the number of public agency clients, the dollar amount of public funds on deposit, and the bank's knowledge of and adherence to the California Government Code, including collateralization requirements, and other applicable federal and state laws.

Will the bank be able to comply with transaction or account balance confirmations and respond to other requests for data as needed from the City's auditors? What role does technology play in the delivery of service?

We currently hold several billion dollars in public deposits and we pledge collateral to secure such public deposits through our National Collateral Management Group (NCMG) to numerous government clients in the State of California (including several cities in California) and throughout the country. The Bank has been designated a depository for funds of Customer in the manner required by applicable law. See 'California General Collateral Information (Mandatory Local Agency Pool)' herein.

California General Collateral Information (Mandatory Local Agency Pool)

JPMorgan Chase Bank, N.A. (the Bank), through its National Collateral Management Group (NCMG), employs a Bank developed Corporate Collateral Management System (CCM), which provides daily monitoring of deposit balances and security value for collateralization purposes.

CCM is reviewed each Federal Reserve banking day by dedicated Collateral Managers for compliance with collateral requirements. Collateral requirements are based upon the end-of-day ledger balances in deposit accounts (demand and time deposits) (plus accrued interest if any), less applicable FDIC coverage if coverage for insured balances is appropriately waived, plus applicable margin (10%). The end-of-day deposit balances are uploaded into CCM the following Federal Reserve banking day morning from the Bank's deposit system. NCMG monitors the market value of collateral pledged to our customers and compares the market value to the collateral requirements. In the event a market value reduction or increase in deposit level creates an under-collateralized position, additional collateral will be pledged promptly.

Collateral is pooled for all Local Agency Government Customers and State Agency Customers

The Bank follows the collateralization process (California Pool) established by California law and procedures of the Local Agency Security Program (LASP) Administrator. In addition, the Bank follows the collateralization process established by California law for State Agency customers. The State's own deposits are directly collateralized.

Types of Collateral Pledged

The Bank is currently pledging U.S. Treasury securities to secure Local Agency deposits and State Agency deposits. The amount and types of collateral pledged are subject to change but will be in accordance with the California Government Code (for Local Agency deposits, Government Code §§ 53651, 53651.2, 53651.6 and rules established by the LASP Administrator; and for State Agency Deposits, Government Code § 16522).

Custodian for the Collateral Securities

The Bank currently employs The Bank of New York Mellon as third-party custodian to hold collateral for the LASP; and the Federal Reserve Bank, which account is controlled by the State Treasurer for the State Agency accounts.

Collateral Priced/Marked to Market

The Bank uses an independent, third-party pricing agent for collateral valuation. Dependent upon the types of securities pledged, the Bank will update security prices (marked to market) daily, weekly and monthly, as provided by the pricing agent. The Bank of New York Mellon also prices pledged securities daily, weekly and monthly, dependent upon the types of securities pledged as collateral.

Departments Responsible for Tracking Collateral and Reporting to the State

The Bank has two groups for tracking collateral and reporting: Firmwide Regulatory Reporting and Analysis (FRRA), which conducts all reporting to the LASP Administrator, and NCMG, which conducts security pledging (and other collateral transactions) with the LASP Administrator.

Collateral Reporting

The Bank is required to provide reporting to the LASP Administrator in such frequency and in such format as described in California law and LASP rules. The Bank is unable to provide collateral reporting for LASP pool program customers because the collateral pledged covers all California Pool participants and is not segregated to a specific customer. Request of proof of collateralization for LASP pool program customers can be submitted to:

Contact Information	
Proof of collateralization requests can be made for LASP pool program customers by:	
Phone Fax	(415) 542-6305 (415) 263-8508
Email	Joe.Lam@dfpi.ca.gov
U.S. mail	Department of Business Oversight Division of Financial Institutions One Sansome St, Suite 600 San Francisco, CA 94104-4428

Relationship Management

Identify the size and scope of your public sector banking unit, bank officers responsible for the City's accounts, what each person's role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team. Please specify the name and title of who will be designated as the bank's relationship manager for the City, and the person responsible for implementation of services.

Within Commercial Banking, the public sector is a key industry segment in which we continue to invest and enjoy ongoing growth. Our Government Specialized Industry segment provides financial solutions such as tax processing and general banking services to more than 2,100 clients at the state and local government levels. There are more than 230 professionals supporting this industry.

Relationship team

The City can be confident in the J.P. Morgan team. Part of our commitment to the City is having the appropriate individuals assigned to your relationship team and providing outstanding client service. We take a consultative team approach to building relationships with our clients.

We assign a skilled relationship team, which is made up of professionals with a variety of expertise, who will listen carefully and proactively and will provide targeted ideas to energize your business.

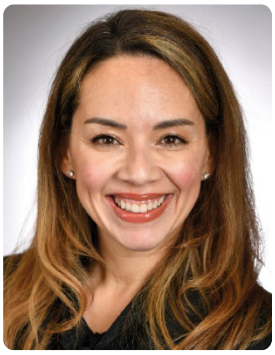
- **Relationship Manager:** Veronica Villasenor will serve as the lead relationship contact at J.P. Morgan. Veronica is a highly experienced client advocate and maintains responsibility for the overall relationship with the City.
- **Treasury Management Officer:** John Wacaster will lead the treasury services team and consult with the City on an ongoing basis to maintain exceptional treasury management arrangements specifically tailored to meet the City’s needs.
- **Client Service Associate:** Kelsey Roloson is dedicated to managing the service requirements of your business.
- **Sales Associate:** Briana Morales is responsible for supporting John Wacaster, the treasury management officer.
- **Onboarding Specialist:** Briana Burtley will be your primary point of contract during your onboarding of implementations services.

Brief biographies and contact information for your relationship team are provided on the following pages.

Relationship Manager

Veronica Villasenor will serve as the lead relationship contact at J.P. Morgan. Veronica is responsible for the City's banking arrangements at J.P. Morgan and the effectiveness of our team in handling the City's banking services.

Veronica Villasenor



Role	Relationship Manager
Address	12860 El Camino Real, Floor 2 San Diego, CA 92122-1029
Phone	(859) 284-5810
Email	veronica.villasenor@jpmorgan.com

Responsibilities

Veronica will lead the City's banking team with a focus on the quality and delivery of our services.

She will:

- Serve as your primary point of contact for the bank's full capabilities
- Recommend products and services that meet the City's needs and goals, including financing solutions, treasury management and other banking services
- Oversee delivery of products and services, including financing, treasury services and other financial services
- Address your overall satisfaction with your J.P. Morgan banking relationship

Biography

Veronica Villasenor joined the firm in 2019 with an extensive background in banking, with specialized expertise in the areas of treasury management, public and nonprofit finance, credit analysis and a range of payment solutions. Her career has spanned public affairs, community relations, finance and lending and nonprofit administration. Prior to joining J.P. Morgan, she held SVP positions at two California regional banks, as well as VP/relationship manager roles in both the corporate and business banking spaces.

Veronica is a Certified Treasury Professional (CTP). She holds a B.A. from Princeton University and a M.A. from Harvard University, both in the field of Public Policy and International Affairs. She is a Public Policy & International Affairs (PPIA) Fellow, as well as a graduate of the LEAD San Diego, and Leadership North County/Leadership Southwest County regional education and leadership programs. A North County San Diego native, she holds leadership positions with local chapters of the Women in Public Finance and the Association for Financial Professionals, and she serves on the Board of Directors for the nonprofit organization Reality Changers which focuses on access for first-generation college graduates like herself.

Treasury Management Officer

Leading the treasury services team, Treasury Management Officer John Wacaster will consult with the City on an ongoing basis to maintain industry leading treasury management arrangements specifically tailored to meet the City's needs. He will communicate best practices, new solutions and enhancements to products and services.

John Wacaster

Role	Treasury Management Officer
Address	3 Park Plz, Floor 9 Irvine, CA 92614
Phone	(949) 838-1436
Email	john.wacaster@jpmorgan.com

Responsibilities

John will assist the City in resolving working capital and efficiency challenges by providing information and offering ideas from J.P. Morgan's Treasury Services team.

He will:

- Recommend cash flow optimization strategies, including ways to streamline financial processes
- Assist you in realizing day-to-day operational efficiencies in alignment with your treasury service goals
- Provide targeted information to you about new products, market developments and industry trends
- Monitor the City's implementation for successful service delivery

Biography

John Wacaster began his career at J.P. Morgan over 20 years ago. He started with the bank as a treasury services sales associate and quickly moved into the senior treasury management officer role, followed by team lead. John later joined the Healthcare, Higher Education and Not-for-Profit Banking team as a relationship manager, then transitioned to our Government Onboarding team as Team Lead. Currently, he is the Treasury Management Officer supporting the Southern California Government Banking team. Prior to joining J.P. Morgan, John was the banking analyst at Walgreen Co.'s corporate offices in Deerfield, IL and worked as a teller, personal banker and assistant branch manager for a regional bank in the southeastern United States.

John attended Millsaps College in Jackson, MS, where he earned a Bachelor of Arts in Political Science with a minor in Business Administration. He is a Certified Treasury Professional.

Client Service Associate

The City's day-to-day banking service needs will be handled by your designated client service associate. Kelsey Roloson serves as the single point of contact for all the City's account inquiries.

Kelsey Roloson

Role	Client Service Associate
Address	150 W University Dr, Floor3 Tempe, AZ 85281
Phone	(480) 902-6193
Email	kelsey.roloson@jpmorgan.com

Responsibilities

Kelsey will serve as the primary point of contact and as a proactive resource for the City's banking service needs. She will facilitate the timely resolution of all service issues with her understanding of all aspects of our Treasury Services' product functionality and technology.

For day-to-day matters, she will:

- Resolve the City's inquires including credit/debit confirmations, cancellations of payments, amendments of payment instructions, funds transfer inquires and other treasury service matters
- Identify and resolve operational inquiries in a timely manner
- Share her specialized knowledge of fraud prevention tools and provide advice on asset and data protection strategies
- Facilitate the opening of additional accounts

Kelsey works with a team of client service associates who will provide consistent, reliable and timely service support.

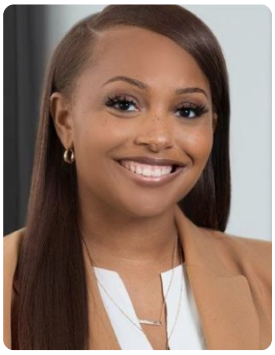
Biography

Since joining J.P. Morgan in 2022, Kelsey has excelled in various roles, acquiring valuable insights and expertise. She began her career as a Government, Higher Education and Non-Profit Service Analyst while concurrently pursuing her MBA in Global Management and International Business from Arizona State University. Subsequently, she advanced to the position of Government Client Service Associate, where she has cultivated strong client relationships and dedicated her efforts to serving both local and state government clients.

Sales Associate

The sales associate is responsible for supporting the treasury management officer and the City's team at J.P. Morgan.

Briana Burtley



Role	Onboarding Specialist
Address	10 S Dearborn St, Floor 34 Chicago, IL 60603-2300
Phone	(312) 336-1157
Email	briana.burtley@jpmorgan.com

Responsibilities

Briana will be responsible for the City's Treasury Services product and services onboarding.

She will:

- Implement products and services to meet your objectives
- Manage the installation of comprehensive and complex cash management solutions
- Provide the City with onboarding support and serve as the point of contact for questions and issues
- Coordinate service delivery to occur within specified timeframes so that your onboarding is a positive experience

Biography

Briana is a dedicated Banking Associate with growing expertise in treasury management. She's dedicated to optimizing financial resources and delivering customized solutions that meet client needs. She is known for her strategic insight and dedication to fostering strong client relationships. Briana excels at developing innovative financial strategies that proactively drive success and enhance relationships. Her academic background, including an MBA, further supports her qualifications and ability to deliver exceptional service and strategic guidance.

Customer Service

Describe how the bank handles issue resolution, customer service, day-to-day contact, and ongoing maintenance for governmental agencies. Identify metrics for how the bank measures quality and customer service, and how often the City will be provided with the results of these evaluations.

Does the bank provide a toll-free number for Customer Service? Please identify the hours of operations for the customer service unit.

The City benefits from our coordinated approach to distinctive, industry-leading client support. CSAs answer your day-to-day questions about our banking services and interact with our operations areas on your behalf to solve your inquiries or requests. When your primary CSA is not available, your designated back up CSA assists you. Additionally, our **Commercial Banking Service Center** is staffed with CSAs who help with routine requests from **5:00 a.m. to 5:00 p.m. PT, Monday through Friday**.

Ongoing support

In addition to your CSA, our **Payments Solution Center Access Support** team supports routine transactional and technical issues and provides you with consistent, reliable access to service consultants who understand your business. Our service centers are open to support your business requirements during and after normal business hours, and they are staffed with bilingual product experts.

- The Access Support team provides a general help desk as the first level of support, accessed via **toll-free** client support line. If your call needs to be escalated, senior specialists provide the second level of support, and the manager provides the third level.
- In addition, Access Support specialists have the authority to escalate, as appropriate, any client issue to provide timely and accurate resolution.
- The Access Support team **hours of operation are 5:00 a.m. to 5:00 p.m. PT, Monday through Friday**.

Access Transaction Services is our Internet-based self-service tool, to search for payments, inquiries and ACH requests and create inquiries for wire and ACH payments in accounts to which you are entitled. You may also initiate requests for deletions, reversals, reclaiming funds, returns and notifications of change (NOC) for ACH payments in accounts to which you are entitled.

Additionally, we provide **merchant-specific support** through Merchant Services senior-level consultants and specialists, Account and Support teams. Merchant Services Technical, Operations and point-of-sale Help Desks are staffed **24/7/365**.

Measuring quality and customer service

Client Service and Implementations use **web-based surveys, IVR options and in-depth and in-person interviews** to measure satisfaction with clients. We understand that metrics for how the bank measures quality

and customer service are of utmost importance to the City. We are dedicated to delivering these metrics to you as often as preferred, whether that be after each interaction or as incorporated into a regular schedule of relationship reviews which can be provided on a quarterly, semi-annual or annual basis.

Surveys are delivered via email to a sampling of clients who have recently implemented new Treasury Service products and/or had servicing interaction with their CSA.

- **New Business Set-Up** satisfaction is measured by the client's satisfaction with the overall implementation experience and their likelihood to recommend the bank to others. We always ask for open-ended feedback.
    - Clients may also receive a call by a manager during an implementation to check on their satisfaction in process. Issues identified during or after an implementation are reviewed internally during daily calls and in post-implementation internal reviews to identify best practices and future changes that may improve client's overall satisfaction.
- **Client Service** satisfaction is based on overall satisfaction ratings with Commercial Banking Client Service and any open-ended feedback provided.
- **Survey results** are reviewed daily, and outbound calls are made by a manager to any survey participant who submitted a low score rating to resolve outstanding issues and understand all feedback in real-time.
- The Payments **Solution Center Access Support team** is also evaluated for customer satisfaction.
    - For the Access Support team, a survey is sent via an email to clients for a random sample of cases created from inbound client calls.
    - The survey evaluates overall satisfaction with the interaction and provides an opportunity to include free form feedback.
    - Survey results are published daily and used to track both departmental and individual agent performance. Outbound client calls are made by a manager to any survey participants who rated the overall service less than excellent of very good, or provided negative feedback.

These factors help us better identify the strengths and opportunities that drive the client's overall satisfaction of the service we provide.

We would be happy to work with you to develop these metrics and collaborate to provide these evaluations based on your needs.

References

Please provide three (3) references. References should include other California cities of similar size and scope of service utilization as the City of Murrieta. Select both long-standing and recent customers. Include the following information for each reference:

- **Contact name and title**
- **Name of agency**
- **Telephone number and email address**
- **Services provided**

Please see our references and contact information provided below.

City of Upland			
Contact name and title	Stephen Parker, Assistant City Manager		
Name and Address of customer (agency)	460 N. Euclid Ave Upland, CA 91786		
Telephone number	(909) 931-4121	**Email**	sparker@ci.upland.ca.us
Number of years as a customer	13 years		
Services provided	Core treasury services		

City of Santa Monica			
Contact name and title	Sean Tong, Treasury Administrator		
Name and Address of customer (agency)	1685 Main St., Room 3 Santa Monica, CA 90413		
Telephone number	(310) 458-2201 ext. 2353	**Email**	sean.tong@santamonica.gov
Number of years as a customer	1 year		
Services provided	Core treasury including lockbox services, virtual card and purchasing card		

City of Pleasanton			
Contact name and title	Chui Mun Hsieh, Finance Director		
Name and Address of customer (agency)	123 Main St Pleasanton, CA 94567		
Telephone number	(510) 931-5408	**Email**	shsieh@citofpleasantonca.gov
Number of years as a customer	9 years		
Services provided	Depository, lockbox, eLockbox, remote deposit, vault, merchant, check disbursements with payee positive pay, ACH and wire origination, virtual reference, integrated payables and receivables.		

Section C – Demand Deposit Accounts

The City currently uses one (1) general demand deposit account (DDA). One (1) account (Payroll) is a Zero Balance Account (ZBA), with the general deposit account serving as the Parent ZBA. Checks are issued using the General Checking Account and Payroll Accounts.

1. What types of demand deposit accounts (DDAs) do you offer, and how do they differ in terms of fees, services, and features?

We offer both Commercial Checking and Commercial Checking with Interest accounts, also known as a demand deposit account (DDA). The Commercial Checking DDA provides the option of paying an earnings credit rate (ECR), a “soft dollar” interest on balances which are applied against bank fees. The Commercial Checking with Interest DDA pays a “hard dollar” interest. Both accounts are fully liquid with no restrictions on withdrawals.

We also offer a Hybrid DDA which offers both soft and hard dollar interest. Soft dollar interest is applied against bank fees up to a pre-determined level of balances and hard dollar interest is applied to the balance over that predetermined level. Please refer to the Hybrid DDA section for more information.

The offered rates—on the standalone interest-bearing DDA and Hybrid DDA—are bank managed rates which are reviewed and updated periodically by us after considering a range of factors, including the market rate environment. Using a managed rate helps to maintain pricing flexibility while helping to protect you from the short-term rate volatility that could result from using an indexed rate.

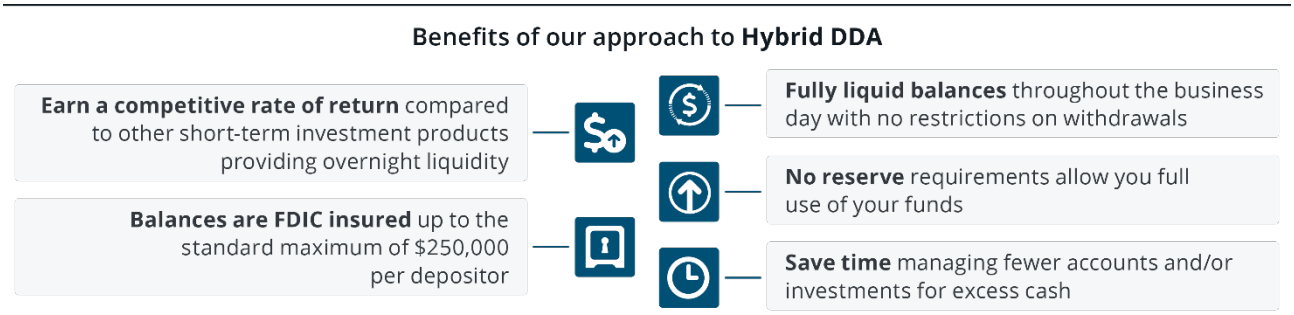
The earnings credit rate is a bank managed rate which is reviewed and updated periodically by us after considering a range of factors, including the market rate environment. Using a managed rate helps to maintain pricing flexibility while helping to protect you from the short-term rate volatility that could result from using an indexed rate.

Hybrid DDA

Recent central bank actions have resulted in an evolving rate environment, making an optimized, flexible account structure a key component of a successful business strategy.

Our Hybrid DDA combines the power of a DDA with earnings credit and an interest-bearing DDA, allowing you to earn both a competitive earnings credit rate (ECR) and interest from a single account.

This innovative solution opens the door to a **simplified account structure**, allows for balances to offset service fees and minimizes time spent managing investments.



How it works

The Hybrid DDA offers a solution similar to the functionality of an overnight sweep service. In the Hybrid DDA solution, balances earn an earnings credit allowance up to a predetermined threshold to offset bank service fees with balances above the threshold earning hard dollar interest. Thus, **instead of sweeping to a separate account each night, your excess balance remains in the DDA and earns interest**. Additionally, the Hybrid DDA does not have an investment cap like an end-of-day money market fund (MMF) sweep solution. And, **unlike an overnight sweep**, 100% of the funds in this account are collateralized per California State requirements with Treasuries, enabling the City to feel secure entrusting J.P. Morgan with its public funds.

Balances up to a predetermined threshold ("the peg balance") earn an earnings credit allowance at the proposed earnings credit rate of 2.92%. Funds up to the peg balance are used to offset bank service fees. Balances above the peg balance threshold earn hard dollar interest at a proposed rate of 3.75%. Interest accrues daily and is paid monthly. The below illustrates how the Hybrid DDA works.

Hybrid DDA structure

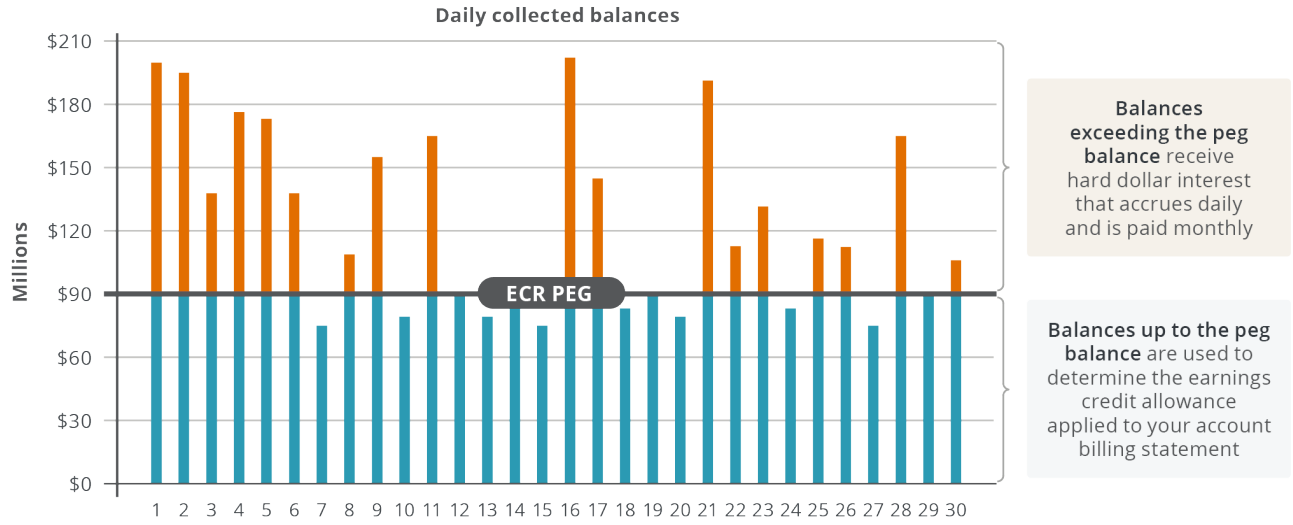


Figure 2

The peg balance can be changed at any time prior to the next billing cycle (and applied on a go forward basis) to adjust for unplanned changes in service fees (e.g., significant volume changes, service additions/deletions, to compensate for periods in which minimum balance levels fall below the peg balance amount).

Calculation of ECR and interest

The earnings credit rate and interest rate are bank managed rates that are reviewed and updated periodically by us after considering a range of factors, including the market rate environment. Using a managed rate helps maintain pricing flexibility while also helping protect you from the short-term rate volatility that could result from using an indexed rate.

The earnings credit allowance is calculated and applied on a monthly basis on the balances up to the peg balance threshold.

Monthly earnings credit allowance calculation
$\frac{\text{(Average monthly investable balance x ECR x actual number of days in month)}}{\text{Actual number of days in year}}$

Hard dollar interest accrues on a daily basis on the closing daily balance above the ECR peg and is paid on a monthly basis.

Daily interest accrual calculation
$\frac{\text{(Daily positive collected balance above the peg x account interest rate)}}{\text{Actual number of days in year}}$

Money Market Deposit Accounts

For balances that are not immediately needed to cover operating cash needs and/or are of a reserve nature, we offer a Money Market Deposit Account (MMDA) that earns a **premium rate** above other overnight deposit alternatives.

Use this product when you have reserve cash with long-term characteristics that must be invested in an overnight instrument either due to investment policy guidelines or to effectively manage maximum weighted average maturity (WAM) requirements of your overall cash portfolio.

You can **monitor account activity** and **view reports** on an MMDA using our banking portal.

MMDA balances earn a **competitive rate of interest**, which accrues daily and is posted to the account on the last business day of each month. MMDAs provide greater flexibility than fixed term products as they are not subject to breakage costs. In addition, monthly maintenance or service fees are waived if certain minimum required balances are maintained. There are no fees to open an MMDA.

Manage Reserve Cash

Enhance the value of excess non-operating funds with an MMDA:

- Set aside reserve cash to fund periodic payments
- Use excess cash to provide a cushion for immediate needs
- Set up reserve accounts for cash accumulation for strategic transactions and to hold funds from a liquidity event
- Earn a competitive rate of interest

MMDAs allow up to six electronic withdrawals per calendar month, in accordance with Federal Reserve Regulation D. There are no limits to the number of deposits that can be made into the account.

MMDAs are backed by the full faith and credit of J.P. Morgan. As interest-bearing bank obligations, they are FDIC-insured up to $250,000 per depositor.

Certificates of deposit

A certificate of deposit (CD) is an interest-bearing bank deposit offering a fixed-term and a fixed rate of interest. Funds can be invested in CDs with a variety of maturity options typically greater than 90 days. CDs are backed by the full faith and credit of J.P. Morgan. As U.S. bank deposits; they have no foreign country risk and are FDIC insured up to $250,000 per depositor. Rates are based on market conditions at the time of investment.

Liquidity Management Account

The Liquidity Management Account (LMA) is an interest-bearing account that pays interest based on the stability of the account balance over time. You can potentially earn an enhanced yield on operating cash balances, depending on the duration that balances remain in the account. The longer stable operating balances remain here, the higher the payout tier the balances can achieve.

Balances are categorized into overnight, one-month, three-month and six-month tranches. Each progressive tranche automatically earns incremental value without locking balances to term or actively investing. Interest accrues daily and posts monthly to the LMA.

LMA offers daily liquidity where the City has unrestricted access to deposit balances throughout the business day. Accounts can be more operationally efficient for optimizing cash than managing a sweep or direct investment.

The standard FDIC deposit insurance coverage applies, up to applicable regulatory limits.

LMA Sample Payout Chart

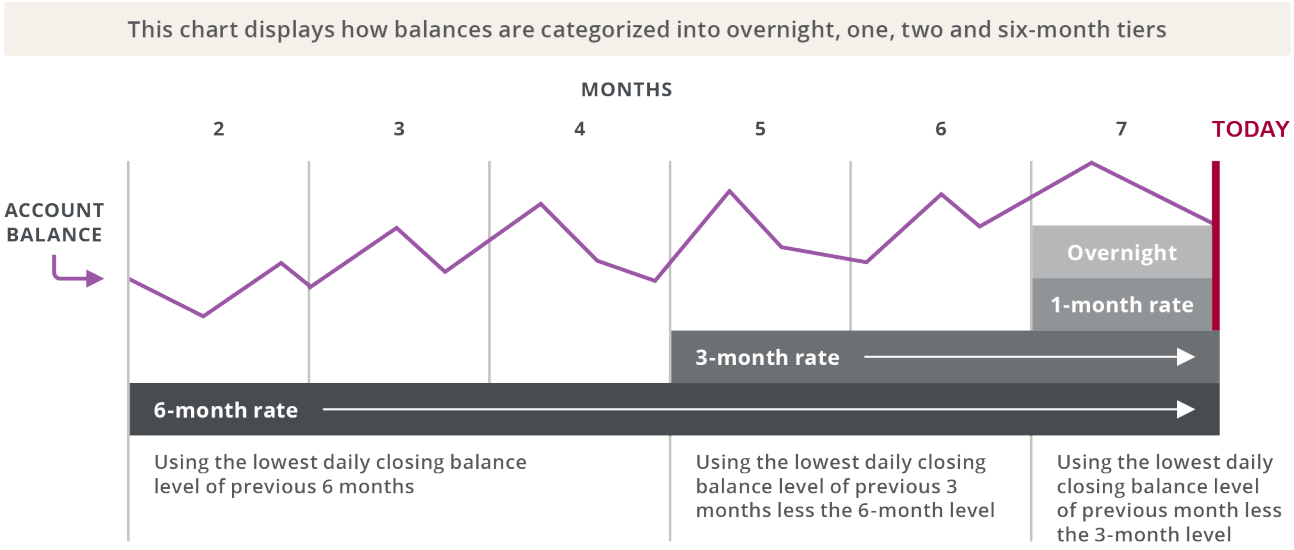


Figure 3

2. Does the bank offer online and mobile banking options for easy monitoring and management of DDAs?

Yes. The City can easily monitor and manage DDAs with our online portal.

Our online portal offers the City a highly intuitive and easy to use, cash management solution that seamlessly integrates all treasury activities through a secure portal using a single authentication process.

In addition to desktop online functionality, our Mobile service enables clients to log on to J.P. Morgan Access via our app using a smartphone.

We discuss our online portal in greater detail in **Section K – Online Bank Processes and Information Reporting.**

3. What is the standard availability of deposited funds in a DDA (e.g., check deposits, remote deposits, wire transfers)?

Please reference the availability schedules in Appendix 1.

4. How many days after month-end will the City receive its bank statements?

Benefit from receiving electronic bank statements that are **identical to mailed paper statements** within two business days after the statement cutoff date.

5. Are the bank statements available online?

Yes. Access bank statements of your accounts in a **timely and efficient manner** via secure internet delivery on our online portal.

6. Does the bank offer Zero ZBAs? If so, please describe the service.

Yes. We offer physical cash concentration via zero and target balance accounts.

We will work with you to create an integrated liquidity and investment solution. We offer fully automated zero balanced sweeping between single-entity owned accounts as well as multi-entity owned accounts. Accounts can be set to concentrate at either a zero or target balance level.

Concentration can be set up with two primary options:

- **Zero/target balance:** On a daily basis, automated cash concentration transfers occur to bring participating accounts to a zero or target balance at end-of-day.
- **Customized transfers:** Options include one-way transfers, intraday concentration and date specific transfers. We also offer fixed and percentage-driven instructions.

Through our ability to provide a completely automated end-of-day concentration process, late-posted or back-valued items are included in the zero balance or target balance transfer.

7. Are the transfers to the Parent Account automatic?

Yes. Physical cash concentration services lets you automatically concentrate funds intraday or at the end of each business day.

8. Does the bank offer ACH blocks or filters? If so, please explain.

Yes. We offer you protection from unauthorized ACH items.

Protect your account from unauthorized ACH transactions with ACH Transaction Blocking or ACH Transaction Blocking with Positive Pay. These services offer protection from third-party organizations who originate ACH transactions against your accounts.

The ACH Transaction Blocking with ACH Positive Pay self-service tool can make a difference

ACH Transaction Blocking is a fraud mitigation solution available in our online portal that allows you to add ACH debit and/or ACH credit block setups at the account level.

Additionally, we offer ACH Positive Pay, a solution that works in conjunction with ACH Transaction Blocking, to review and decision items prior to posting to the protected account.

ACH FRAUD IS ON THE RISE

You decide to "block" or "allow":

- All ACH transactions
- Specific originators
- By dollar amount

Benefit from the following with ACH Transaction Blocking with ACH Positive Pay:

- Set your blocking criteria
- View six months of ACH debit and credit blocked transactions and items for review history online
- Entitlements for viewing profiles or setup and maintenance
- Security administrators can enable or disable dual control and ACH Positive Pay
- Entitled users have the ability to select multiple ACH Positive Pay exceptions for review and decision prior to transaction posting

ACH blocks and rules can be setup through Payment Control Center.

Benefits of our approach to ACH Transaction Blocking with ACH Positive Pay

Configurable security features enhance controls by choosing flexible features to meet your specific business needs

Reduce manual disputes through blocking rules that automate identification and return of unathorized attempts on your account

Improve fraud mitigation by systematically blocking unathorized inbound ACH debit and credit transactions instead of manual process

Increased review capabilities with the ability to review blocked transactions 24x7, prior to return or posting being processed

ACH Transaction Blocking with Positive Pay

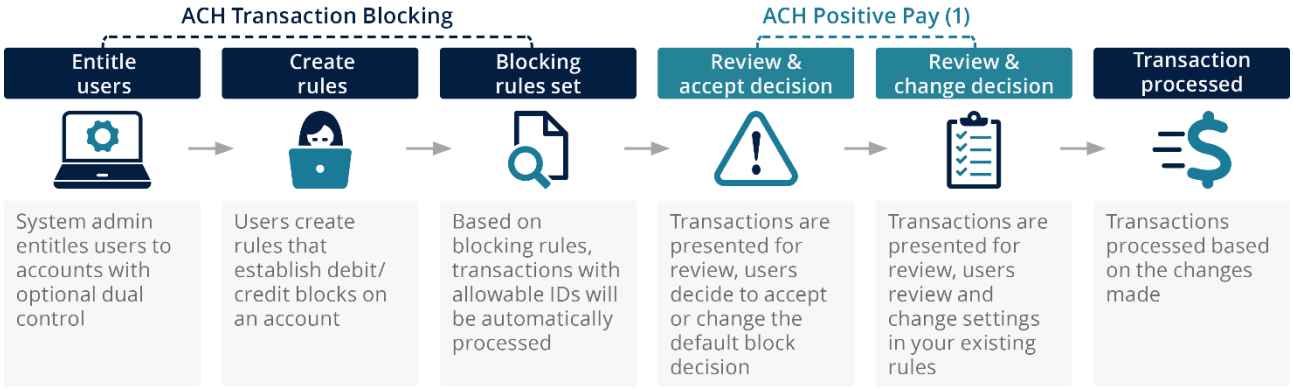


Figure 4

(1) Review/Accept decision and Review/Change decision functionality is only available when Positive Pay is enabled. Future capabilities are under development, features and timelines are subject to change.

How our ACH fraud tools work

Product features	ACH Transaction Blocking	ACH Positive Pay
Platform	• Payment Control Center via J.P. Morgan Access	• Payment Control Center via J.P. Morgan Access
Before or after posting	• Block transaction before posting	• Decision transaction before posting
How it works	• Requires the setup of ACH Transaction Blocking rules • Received ACH debits and credits that match block settings are returned automatically without posting • Received ACH debits and credits that match allowed settings will post to the account on the effective date	• Requires the setup of ACH Transaction Blocking rules • Received ACH debits or credits generate alerts based on positive pay settings • Choose to change the Pending Return or Pay decision applied based on the blocking rule • Simplify block rule maintenance by adding company IDs directly to block rules from decisioned transactions
Decision cutoff	• N/A	• 2:00 p.m. PT for Same Day CTX transactions • All other transactions 6:00 p.m. PT on the effective date

9. Does the option exist to create sub-accounts under the primary account?

Yes. The City can use your master cash concentration account to fund an unlimited number of subaccounts.

10. When are listings/copies of cancelled checks available? How long will cancelled checks be available? What format are these available in?

Check images are usually available the same day checks are presented. At a minimum, images of these items are available on a next business day basis. We offer paid item images in different media to meet the City's image strategy. Options for paid check images are:

- **Online via J.P. Morgan Access:** Retrieve in seconds, compared with hours or even days for physical retrieval and the quality of the reproduced image is extremely clear (see image example below)
- **Image transmission:** Receive fast, automated image files directly transmitted to your internal check archive for high-volume clients

Sample check image

Figure 5

Images are stored and available for online retrieval for a standard period of 7 years, with the option of extending to 10 years.

Online bank statements

Bank statements include all transactions posted to the account including all checks paid by check number with paid amount. Online bank statements also include images of checks paid during the statement cycle. Save and print the statement in PDF format, as well as export data to an Excel spreadsheet or in CSV format.

Image transmission

We can provide image files daily, weekly or monthly. An index is also provided with the tiff images. There is no specific image viewing software required to view the images.

11. Describe the features you provide to streamline the bank reconciliation process.

We differentiate our reconcilement features from other providers through excellent service, superior products and innovative technology. Technology is a key component of our continued success offering account reconciliation.

Streamline your account reconciliation process through our comprehensive check services solution.

Information reporting

Receive both **prior-day** and **current-day** information on J.P. Morgan Access.

Our online portal provides a powerful tool that delivers timely, accurate data through reports that are easy to create and read—helping you analyze and manage cash flow.

Cash reporting tools let the City create, customize and run up-to-the-minute reports on its accounts, all from a single location.

Your users select the information needed in the way they want it presented and schedule reports from a single page. And output is flexible—download the report in Excel, PDF or CSV format. Monthly DDA statements can also be exported to Excel or in CSV format.

Receive prior-day information reporting by 7:00 a.m. local time, based on where each account is domiciled. Receive current-day information of transactions posted (memo-posted transactions)—such as lockbox, wire, ACH, returns, controlled disbursement and demand depository accounts—throughout the day, within minutes of receipt or completion.

Positive pay

The **choice is yours**—manually enter, upload files or transmit positive pay information for sending voids/cancels and stop payment requests to update your issue file. For validation, receive automated acknowledgement of your transmission within one hour of file receipt, via the banking portal or transmission.

Review **digital images of exception items** and instruct us to pay or return each exception. Payee name exceptions are conveniently delivered along with all other types of exceptions, so you can easily use the most

up-to-date fraud protection services. To know when to perform your positive pay review, sign up to receive **email notification** when exceptions are available.

Account Reconciliation

Be confident that our account reconciliation services solution **simplifies and automates** the reconciliation and reporting processes to save you the expense and time associated with the manual balancing of your bank statements. We offer a broad range of account reconcilement services—from robust reports with detailed information on all checks issued and posted to a simple listing of paid checks—that gives you fast access to account information and helps **protect you from fraud**.

Receivables Online

Receivables Online (RO) is a cloud-based receivables management dashboard and account reconciliation solution accessed through J.P. Morgan Access®. It combines **advanced image and data capture technology** to deliver a consolidated view of current-day and long-term remittance data. Clients can also use simple navigation, advanced queries, payment alerts, and workflow tools give accounts receivable, credit and customer service staff the ability to make informed business decisions quickly **without handling paper documents**. In addition to having access to view receivables information online, clients can also **establish file integration** with their systems of record to import data for cash application and reconciliation reporting.

We discuss these services and features in greater detail in Section L – Account Reconciliation.

Section D – Collateralization of Deposits

The bank is required to collateralize public funds deposits under the California Government Code, Sections 53651 and 53652. Copies of the reports filed with the State of California shall be made available to the City upon request. Please detail the bank's procedures for collateralizing public funds deposits.

1. What types of securities are used as collateral? Can the City select the type of collateral used?

The Bank is currently pledging U.S. Treasury securities to secure Local Agency deposits and State Agency deposits. The amount and types of collateral pledged are subject to change, but will be in accordance with the California Government Code (for Local Agency deposits, Government Code §§ 53651, 53651.2, 53651.6 and rules established by the LASP Administrator; and for State Agency Deposits, Government Code § 16522).

2. Which bank department is responsible for tracking deposits and monitoring collateral?

The Bank has two groups for tracking collateral and reporting: Firmwide Regulatory Reporting and Analysis (FRRA), which conducts all reporting to the LASP Administrator, and NCMG, which conducts security pledging (and other collateral transactions) with the LASP Administrator.

3. Will the City receive regular updates or notifications regarding the status of the collateral?

The Bank is required to provide reporting to the LASP Administrator in such frequency and in such format as described in California law and LASP rules. The Bank is unable to provide collateral reporting for LASP pool program customers because the collateral pledged covers all California Pool participants and is not segregated to a specific customer. Request of proof of collateralization for LASP pool program customers can be submitted to:

Contact Information	
Proof of collateralization requests can be made for LASP pool program customers by:	
Phone Fax	(415) 542-6305 (415) 263-8508
Email	Joe.Lam@dfpi.ca.gov
U.S. mail	Department of Business Oversight, Division of Financial Institutions One Sansome St, Suite 600 San Francisco, CA 94104-4428

4. What is the bank's current level ($ amount) of California public funds deposits and the related collateral?

We currently hold several billion dollars in public deposits, and we pledge collateral to secure such public deposits through our National Collateral Management Group to numerous government clients in the State of California (including several cities in California) and throughout the country.

Types of Collateral Pledged

The Bank is currently pledging U.S. Treasury securities to secure Local Agency deposits and State Agency deposits. The amount and types of collateral pledged are subject to change, but will be in accordance with the California Government Code (for Local Agency deposits, Government Code §§ 53651, 53651.2, 53651.6 and rules established by the LASP Administrator; and for State Agency Deposits, Government Code § 16522).

5. What is the frequency of reporting to the State Treasurer's Office?

Please see our response to question 3 above.

6. How does your bank ensure compliance with the state and federal regulations regarding the collateralization of government deposits?

JPMorgan Chase Bank, N.A. (the Bank), through its National Collateral Management Group (NCMG), employs a Bank developed Corporate Collateral Management System (CCM), which provides daily monitoring of deposit balances and security value for collateralization purposes.

CCM is reviewed each Federal Reserve banking day by dedicated Collateral Managers for compliance with collateral requirements. The Bank provides required reporting to the State of California Local Agency Security Pool (LASP) administrator. The Entity may contact the LASP administrator directly with questions regarding the Bank's compliance with the LASP program.

7. Please include a copy of the Bank's Contract for Deposit of Moneys in this section

Please see Appendix 2 for a copy of our sample Contract for Deposit of California Local Agency Funds.

Section E – Bank Compensation

The City has historically paid for bank services with a combination of hard-dollar fees and compensating balances. Please indicate the following in this section:

1. **Can the City compensate the bank for services with fees, balances, or a combination of the two at its own election? Please describe any differences in related costs to the City with either option.**

   Yes. We accept compensation based on fees and/or balances, with no difference in unit prices.

   - **Fee Compensation:** If you choose a fee compensation plan, balances are not used to offset any service charges. Total service charges are debited from a designated account, generally monthly.
   - **Balance Compensation:** If you choose a balance compensation plan, eligible balances are used to calculate an earnings credit allowance to offset service charges. If eligible balances are sufficient, the earnings credit allowance offsets the service charge. If the level of eligible balances does not fully cover the fees, remaining service charges are debited from a designated account, usually monthly.

2. **Can the City choose between paying for analysis deficiencies by check, auto debit, or ACH?**

   Yes. Our standard method of payment is direct debit. We also accept ACH, wire or check for payment of fees as an exception. Payment is due within 30 days of the invoice date. As part of the exception agreement to process payments outside of direct debit, we reserve the right to direct debit for past due fees beyond 60 days.

3. **What is the bank's Earning Credit Rate (ECR) based on, and how is the credit calculated, and how is it applied to offset fees?**

   The earnings credit rate is a bank managed rate that we review and update periodically after considering a range of factors, including the market rate environment. Using a managed rate helps to **maintain pricing flexibility** while helping **to protect you from the short-term rate volatility** that could result from using an indexed rate.

   The earnings credit allowance is calculated based on the average daily positive collected balances in the non-interest-bearing accounts less the reserve requirement (currently 0%) using the following calculation:

Monthly earnings credit allowance calculation
$\frac{\text{(Average monthly investable balance x ECR x actual number of days in month)}}{\text{Actual number of days in year}}$

   Offset certain banking service fees with an earnings credit and realize greater value for your cash compared to other short-term investment alternatives.

Benefits of our approach to using earnings credit to offset banking fees

JPMorgan Chase Bank, N.A., has the financial strength organizations look for in a global operating services provider with a fortress balance sheet and short-term rating* of A-1+/P-1 by Standard & Poor's and Moody's, respectively.

** Credit ratings are provided for information purposes only. Credit ratings are solely the opinions of the rating agencies. We do not endorse, and accept no responsibility for, the credit ratings issued by the rating agencies. Credit ratings may be changed, superseded or withdrawn by the rating agencies at any time.*

Earnings credit—How it works

Using earnings credit to reduce bank fees for services is a practice widely used by companies and financial institutions in the U.S.

Operating balances held overnight in non-interest-bearing DDAs receive earnings credit. End-of-day account balances are averaged for the billing month, and an earning credit rate is applied to calculate the earnings credit allowance (ECA).

At month end, the ECA is automatically applied as an offsetting credit to eligible banking service fees. The earnings credit rate can be applied either on standalone accounts or across a billing group.

Monthly service fees are reduced up to the amount of earnings credit gained on balances. If the ECA is equal to or greater than total banking service fees, offset all fees incurred that month. If the ECA is less than the total banking service fees, you pay the differential between the earnings credit offset and total banking service fees for the month.

4. List the bank's actual ECR for each of the last six months (July – December, 2024).

Please see our ECR rates from July – December 2024 in the below table.

ECR rates			
July 2024	3.72%	October 2024	3.32%
August 2024	3.72%	November 2024	3.12%
September 2024	3.72%	December 2024	3.12%

5. Using the ECR for the month of December 2024, please calculate the level of compensating balances (after float and reserves) needed to offset one dollar of the bank services. ($1 in services = $ in compensating balances.)

The City will need $389.96 in compensating balances to offset $1.00 of fees.

6. Please explain in detail, how and when the FDIC assessment is computed and charged.

We charge a balance-based charge (BBC), which is a monthly administrative fee assessed to address various regulatory and other charges affecting the bank. The rate is set by the bank and subject to periodic review and adjustment.

We use the following formula to calculate the BBC:

Balance-based charge calculation (monthly)

$$\frac{\text{Average positive ledger balance} \times \text{charge rate} \times \text{number of calendar days in the month}}{\text{Actual number of days in the year}}$$

Since January 2, 2010, our BBC rate has been 0.13%.

As with other eligible fees, the monthly BBC may be offset by earnings credit provided by us. This charge is included in monthly account analysis statements.

7. What is the bank's settlement period for account analysis and billing purposes – monthly, quarterly, semiannually, or annually? How long can any excess balances be carried forward to apply to charges in future billing periods?

As the standard option, we offer **monthly settlement** with fees debited on the 15th calendar day of the month following the close of the billing period. Alternative schedules may be quarterly, semiannual or annual and are subject to negotiation.

Account analysis statements are generated monthly, regardless of settlement period.

Earnings credit is calculated and applied within the billing cycle it is earned.

You may carry forward excess credit amounts to the next billing cycle on an exception basis.

8. How long will the bank's pricing, as indicated in this proposal and the Banking Services Bid Form, be fixed?

If we are awarded the contract, all pricing and fees included in this proposal shall remain fixed for a 3-year period from the start of the contract. Any extension period shall be subject to negotiation of mutually agreeable terms, pricing and fees.

9. Please detail which types of items and services can be applied against the account analysis in addition to the standard bank services, such as merchant bankcard processing, supplies, custody services, etc. Is there a markup for any of the items? If so, how much?

Account analysis can be effectively utilized to offset a variety of items including, but not limited to:

- **Supplies:** This encompasses a range of necessary banking supplies, including check scanners and deposit supplies. There is no markup applied to these items. We are committed to providing transparent and cost-effective solutions to our clients.

A customized pricing pro forma is provided in Appendix 3.

10. How does the bank charge for overdrafts? Does the bank charge for the use of uncollected funds? If so, how is the charge calculated?

All of your accounts are netted together for tracking intraday liquidity usage. Real-time balance and transaction information is available via our online portal.

Daylight overdrafts are referenced in the context of either intraday credit line (IDL) or intraday liquidity (Fed daylight overdraft) usage. The bank does not charge for intraday or daylight overdrafts.

We charge for the use of end-of-day (EOD) uncollected funds by applying a daily variable overdraft (OD) rate to individual DDAs for each day an overdraft occurs. There may also be a fee per occurrence. Offset Interest and overdraft fees are eligible for offset with earnings credit allowance generated through positive investable balances associated with related stand-alone or group billing relationships.

The negative collected balance fee is calculated daily, as follows:

Negative collected balance fee calculation
$\frac{\text{(negative collected balance x overdraft rate)}}{\text{360 days}}$

There is also a per occurrence fee for each day an account maintains an EOD negative collected balance.

Our policy is that collected balances be maintained in the account(s) at all times in order to cover daily cash disbursements. Credit arrangements or netting/pooling arrangements that may be required would be determined and discussed in advance with the City's relationship manager.

11. Please state the negative collected balance charge that the City will pay and, in detail, explain how this charge is computed. Is the rate quoted in this proposal good for the term of the contract?

The formula for EOD negative collected balance fee is as follows:

Negative collected balance fee calculation

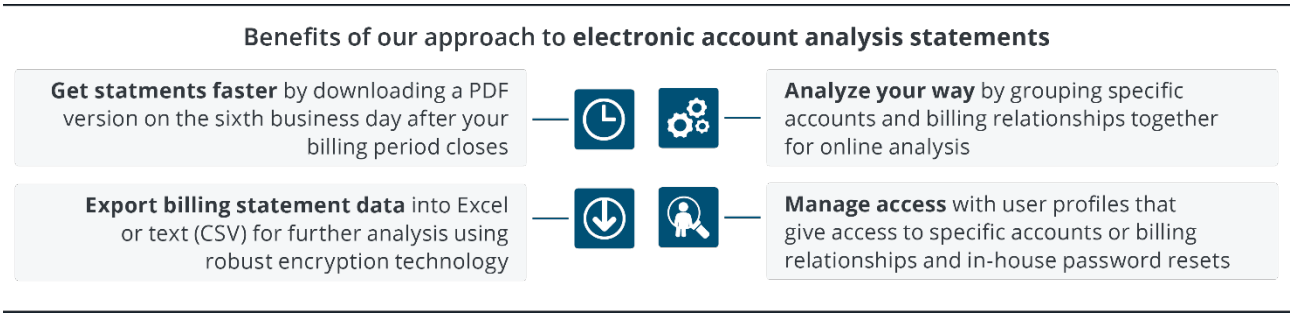
$$\frac{\text{(Negative collected balance x OD rate* x number of days overdrawn)}}{\text{360 days}}$$

*OD rate = J.P. Morgan's Prime +3%

12. Are Account Analysis Reports available online? If so, specify the cost.

Yes. The City receives an account analysis statement via our online portal each month identifying all services provided, product volumes and the resulting service charge incurred. As per the pricing proforma, there is no charge for account analysis statements online.

Please note that mail postage fees for J.P. Morgan Access Check Print service are not charged through account analysis. You receive a direct debit to your account for these separate fees.



Account analysis statements—How it works

Each month, you receive a detailed account analysis statement for your account. If you have multiple accounts, you receive a summary account analysis statement for your entire billing relationship in addition to a detailed account analysis statement for each individual account. The statement includes:

- **Balance/Compensation analysis:** Provides a summarized view of the balances, service charges and earnings allowance applied to your account.
- **Service/Activity analysis:** Details the services used in the statement month by product category.

You can retrieve your electronic account analysis statements on the sixth business day after the close of the billing period. View, print and export all sections of your account analysis statement through the online portal.

Analysis statements are available in PDF, Excel and CSV formats. Additionally, EDI 822 format is available through direct transmission or secure email. We also offer CAMT.086 ISO formatted billing files, the newest industry standard electronic statement, for both U.S. and non-U.S. accounts.

You can group specific accounts and billing relationships together for online analysis purposes and create user profiles giving access to specific accounts or billing relationships, as required.

We do not charge a fee to provide account analysis statements online.

13. What procedure is used to make any adjustments to the Account Analysis statements, how long does it take for adjustments to take effect, and is there a fee to make the changes?

No, there is no fee for adjustments. Details of adjustments to prior periods are provided in separate sections of the current analysis statement and labeled as such in the Financial Recap section.

The City should notify us in writing of any errors or not receiving an account analysis statement within 60 calendar days after the statement is made available.

Errors are researched thoroughly so appropriate adjustments can be applied to the account.

Should there be a billing error and adjustments not completed prior to the direct debit, we will post the difference between the original and corrected service charge as a separate transaction.

Section F – Deposit Activity

The City utilizes a variety of methods to process daily deposits. The City is currently under contract for an armored carrier service to perform weekly cash deposit pick-ups at four (4) locations in Murrieta. These locations include Murrieta City Hall, Community Center, Library, and Youth Center.

Total monthly deposits may consist of checks, coins, and currency. Deposited items should be automatically re-cleared once. Checks that are returned are mailed to the City. The City requires the ability to use the local branch to make branch deposits, get change, allow vendors to cash checks, allow employees to cash payroll checks, and for other miscellaneous activities.

1. Please identify your branch locations within the City of Murrieta. Do all locations provide night depository services?

Branch locations, address and hours of operation are provided in the table below. The deposit cutoff time is the branch closing time Monday through Friday, 5:00 p.m. local time for branches in your area. Night depository service is available at the following location(s).

Commercially enabled branch name	Address	Hours of operation (Local time at branch)
Murrieta	40655 California Oaks Rd Murrieta, CA 92562	Monday – Friday: 9:00 a.m. to 5:00 p.m. Saturday: 9:00 a.m. to 2:00 p.m.

* Branch hours are subject to change and are posted at each branch location.

As a business practice, we regularly review branch and ATM activity, which may result in branch openings and closings, ATM placement or removal, or in the change of branch bank or ATM functions. Therefore, branch and ATM locations and functions may change from time to time.

2. Please describe the bank's deposit requirements. How should the coin and currency deposits be prepared? How should un-encoded check deposits be prepared?

The City receives materials, including detailed deposit preparation procedures during the initial implementation meeting. Instructions for deposit preparation are summarized below.

Deposit bag requirements

- Must be a clear, tamper-evident, dual-pouch, "cash and check" plastic security bag
- The pouch designated for deposit tickets, checks and money orders should have a resealable closure
- The pouch designated for cash should have a tamper-evident closure

- The two pouches must be clearly separate from each other, so that there's no access from one pouch to the other
- One side of the bag must be clear to verify the contents
- The bag number must be barcoded on the outside of the bag

Type of bag required for coin deposits greater than $10

We require disposable, heavy-duty, plastic coin bags for coin deposits greater than $10. Coin deposits greater than $10 may be verified on a delayed basis. Coin deposits greater than $10 should be directed to a vault for processing.

Our advanced deposit processing equipment provides the City with timely and accurate posting of your deposits. Once received, our Vault Management System tracks all deposits individually from the point of delivery through verification and posting of the deposit.

Check preparation

First, endorse your checks. The endorsement stamp is a seven-line endorsement legend that conforms to the specifications set forth in Federal Regulation CC. Place the stamp within the first 1.5 inches of the trailing edge of the back of the check.

Next, prepare your check deposits:

- Stack all checks face-up in the same direction.
- Attach a list, such as a calculator tape, computer list or handwritten list showing the sum of the checks in the deposit.
- List checks in the same order as they are in the stack.
- Include a maximum of 100 checks per deposit

Standard currency and coin preparation

For deposits with currency and small amounts of coin, sort currency by denomination. Enclose only one deposit per deposit bag.

Preparing Fed-Ready deposits

To prepare a Fed-Ready deposit, place the appropriate strap per 100 notes of the same denomination as follows:

Strap	Color	Strap amount
Hundreds	Gold	$10,000
Fifties	Brown	$5,000
Twenties	Purple	$2,000
Tens	Yellow	$1,000
Fives	Red	$500
Twos	Green	$200
Ones	Blue	$100

If you do not have enough notes for a standard strap, combine the denominations under one reversed strap, sorted from the smallest to the largest denomination. Place the strap around the currency with the strap reversed (the color/printed side down). Write the total dollar amount on the strap.

The person preparing the straps (all straps, including Fed-Standard and partial) writes legibly or stamps on each strap:

- Location name
- Location number (if applicable)
- Current date
- Preparer's initials

Unfit currency (i.e., badly soiled, dirty, defaced, disintegrated or torn) should be sent in full straps for credit. Mutilated currency that has been damaged by fire, flooding, chemicals, explosions, animals or insects should be sent to the Bureau of Engraving and Printing. For further information please visit the following web site: https://www.bep.gov/services/mutilated-currency-redemption.

Preparing coin deposits

Small amounts of coin

Place small amounts of coin under $10.00 in an envelope. Write or stamp the depositor’s name, current date, preparer’s initials and the total amount on the envelope. Place all of the loose coin inside the envelope and seal the envelope. Place the envelope in the deposit bag with the currency.

Large amounts of coin

For large amounts of coin, place the loose coin inside a disposable plastic coin bag. All bagged coin deposits must have a declared value. If you have multiple bags for a single deposit, number the bags (e.g., #1 of 3, #2 of 3, #3 of 3). Do not wrap coin. Each bag must be individually labeled with amount, client name, location number, deposit date and preparer's initials.

Bulk coin deposit tickets must be sent separately to the vault in an envelope or tamper-evident bag. Do not enclose the deposit ticket in the bag of coin. List the bag numbers on the deposit ticket. We do not accept bulk coin deposits at the branch.

Full bags

Single denomination, loose coin should be counted, bagged and sealed in disposable plastic bags in the increments as follows:

Denomination	Full bag amount
Dollars	$2,000
Half dollars	$1,000
Quarters	$1,000
Dimes	$1,000
Nickels	$200
Pennies	$50

In the area indicated on the bag, write:

- Location name
- Current date
- Preparer's initials
- Amounts contained in bag

Mixed bags

Multi-denomination, loose coin should be bagged and sealed in disposable plastic coin bags weighing no more than 50 pounds. In the area indicated on the bag, write:

- Location name
- Current date
- Preparer's initials
- Amounts contained in bag
- "Mixed Coin"

Completing the deposit ticket

Deposit tickets should be preprinted with your location name, address, location/store number and account number, and should include the following:

- Current date
- Preparer's initials
- Bag serial number
- Dollar amount

If multiple locations are depositing into the same account, the unique location identification number (ULID) must be included in the MICR line field on the deposit ticket for reporting.

To expedite your currency and check deposit, we recommend a separate deposit ticket for:

- Currency and loose coins totaling less than $10.00
- Loose, bulk coin more than $10.00
- Checks

For mixed deposits that include currency, coin and checks, provide subtotals for each category listed.

Bulk coin deposits require a separate deposit ticket. The deposit ticket should list a breakdown by denomination. The coin deposit slip must be sent separately to the vault in a tamper-evident bag, not enclosed in the bag with the coins.

Unencoded check deposits

As part of the City’s initial depository service setup, we provide a transmittal form with instructions on how to prepare physical checks for deposit. Additional forms may be ordered as needed. The following is an overview of the requirements for depositing unencoded checks:

Instructions on how to use deposit tickets

- Include with each check deposit an original, preprinted deposit ticket with our name on it
    - Deposit tickets are ordered as part of the implementation process
- List each deposit total on the courier receipt if a courier delivers deposits
- Include no more than 100 checks per deposit
- If multiple deposits are made, keep each deposit together with its individual deposit ticket

Helping you with deposit preparation

- Endorse the back of every check with: “For deposit only in Account (Name and Number) with JPMorgan Chase Bank, N.A.”
- Place this endorsement on the back of the check in the area at the left edge of the check; it should not extend more than 1½ inches from that left edge
- Prepare items in a condition to be processed on high-speed sorters
- Remove staples, paper clips, tape and wrappers
- Checks should not be folded, bent or torn. Put any torn checks in carriers or repair them
- Place all checks right side up, facing the same direction, with the MICR line on the bottom edge
- Don’t write on the MICR line (the lower edge of the check or deposit ticket) or bar code on the deposit ticket
- Include a tape listing each item/check in the package with each individual package of checks:
    - Create a readable listing tape (lister tape) for each package of checks, detailing all checks in order—up to 100 checks per package deposit
    - Mark all adjustments on the tapes clearly
    - Place the individual tape listing for a package of checks in front of the package; it’s not necessary to wrap the package of checks with the tape listing
- Detach and retain any copies of the deposit ticket for your records
- Place deposit in a clear or transparent tamper-resistant plastic bag
- Seal the plastic bag

Documentation

Expedite collections of lost paper cash letter items through the depositing/clearing process. We strongly suggests that you retain one or more of the following:

- Image or photocopy of the front and back of each check
- Detailed description of all checks, such as MICR line information, name, address, bank name, bank account number and/or check number
- Image or photocopy of each tape listing the checks deposited

Please keep in mind, if you don't retain one or more of these items, we won't be liable for any associated losses.

Delivery

Paper check deposits are be delivered to a designated vault site using an approved courier service. We accept responsibility only for work receipted or signed for at the site.

Please see Appendix 4 for our Cash Vault Deposit Preparation Guide.

3. How would the City order cash vault supplies? How is payment made for such supplies?

We provide you with access to the deposit bag vendor at preferred prices. The bank has implemented a **full-service program** for ordering, billing and drop-shipping deposit bags to client locations. Order bags online at www.chasebags.com or call the vendor directly at 866-458-BAGS (866-458-2247), from 5:00 a.m. to 4:00 p.m. PT.

No fees are levied above those charged by the vendor. The cost of bags is the same as that paid by our branches and vaults. Billing gets itemized by location on the bag vendor's statement and billed directly to an account or the vendor may charge a credit card.

Fees include the cost of the bag and standard UPS Ground delivery. Only sales taxes are additional, when applicable. Prices depend on the size of bag ordered.

Additional supplies, such as deposit tickets, are ordered via www.chasebags.com. We debit your account for deposit tickets. Other depository supplies may be charged through account analysis.

4. Please describe in detail the bank's procedures for handling deposit adjustments. What documentation on discrepancies does the bank provide?

The chart below outlines standard procedures for reporting deposit adjustments and options available to you.

Standard and options for reporting deposit adjustments
Branch
The standard delivery method for adjustment advices is the U.S. Postal Service. We mail adjustment advices within one business day of verification to the address listed on the deposit account. The location number can be included on the adjustment advice. For paper check deposit, we can mail a second copy of the adjustment advice to an alternate address. However, for cash deposit adjustments, we're not able to mail an adjustment advice to an alternate address, nor can we send copies to multiple addresses. The credit or debit deposit adjustment can also be viewed online and on your bank statement with the dollar amount and location number, depending on whether the deposit is delivered to a vault or branch.
Vault
In addition to online viewing, we also offer the following notification options to supplement the paper advice: • **Email:** Next-day notification for all deposits and adjustments processed during the prior processing day • **Receipt mailer:** Mailed next day for all deposits, adjustments and change orders processed during the prior processing day • **Web:** Adjustment reports are available online through Web Currency Services Vault deposit adjustment advices also include the original deposit amount, original deposit date, processing vault ID and adjustment reason.
Electronic deposit using Remote Deposit Capture
For images that can't be forwarded for collection because they don't meet Check 21 requirements, we send an email notification to you on the next business day.

5. Is the deposit adjustment documentation different from cash deposits and check deposits? What is the minimum adjustment amount? How soon would support documentation of a deposit discrepancy be provided to the City and in what form is the notification provided?

Deposit adjustments vary by channel—branch, check or vault.

We process all adjustments regardless of dollar amount. We internally manage adjustments below a predetermined sundry amount without posting the corrected entries and related fees to your account.

Both vault and branch transactions are subject to the $2.00 sundry amount.

The deposit adjustment information provided to you includes: the deposit ticket date, credit date, verified date, declared deposit amount, verified deposit amount, denominational breakdown and any adjustments along with the associated reason code.

Please see the below for adjustment information.

Cash (Branch)

Branch cash adjustments are available by mail and are reported on the online portal and the bank statement. The mail advice contains the following data:

- Account number
- Location number
- Customer name and address on the deposit ticket
- Credit date
- Declared total deposit
- Amount declared cash deposit amount
- Verified cash deposit amount
- Cash adjustment amount
- Processing branch ID number and processing branch name

Check

Check deposit adjustments may originate from either the system that processed the initial deposit or from Adjustments Operations.

Check deposit adjustment mail advices from the deposit system contain the following data:

- Account number
- Location number
- Transaction reference number
- Customer name and address
- Credit date
- Verified date
- Declared deposit amount
- Adjustment amount
- Detailed adjustment reason with explanation (supporting documentation is included with some error types)
- Check processing location ID and name
- Processing teller ID number and approver teller ID number

Refer to the previous question (#4) for timing and delivery method information regarding support documentation for deposit discrepancies.

6. What are the cut-off times for deposits at the bank's local branch and at the bank's Processing Center to ensure same-day credit? Where is the Processing Center/Cash Vault located? Will the City deal directly with the Cash Vault on deposit adjustments or with a local representative?

You will work directly with your CSA for any deposit adjustments or questions.

The City receives same-day funds availability for cash deposits, incoming wire, ACH transactions and checks drawn on us. The cutoff time for each transaction is detailed below.

Deposit cutoff times	
Cash deposits	
Branch deposits	Times vary by location, but are typically between 5:00 p.m. and 6:00 p.m. branch time.
Branch night drop deposits	7:30 a.m. branch time. • Select branches offer a second opening in the early afternoon. Deposit cutoff times are clearly indicated on the face of each depository, as required by law.
ATM deposits	8:00 p.m. PT. • Deposit cutoff times are clearly posted at each ATM.
Vault	We recommend you use our Los Angeles vault location. Our Los Angeles vault has the following cutoff times: • Cash-only deposit: 8:00 p.m. local time of the vault • Mixed (cash and check) and check-only deposit 5:00 p.m. local time of the vault ▪ We regularly review vault activity as a business practice, which may result in openings, closings and changes to cutoff times. ▪ Coin deposits greater than $10.00 may be credited to your account on a delayed basis.
Check-only deposits	
Remote deposits	**Remote Deposit Capture** (including mobile): 7:00 p.m. PT, with same-day ledger availability based on endpoint. • *With ACH*: 7:00 p.m. PT for same-day ledger availability based on endpoint. All transactions cleared as ACH debits are fully available the next business day.
Electronic deposits	
Wire transfers	Wire transfers are credited and available in near real time throughout the day. The cutoff time for incoming credits is the close of Fedwire, which is 3:45 p.m. PT.
ACH	For ACH credits, you receive availability (memo post) for ACH collection on opening of the business day on the settlement date. A hard post of the funds happens at the end of the business day. For ACH debits, any same-day originations are settled at the end of the business day.

The City can contact your designated CSA for assistance with deposit adjustments.

7. Please describe the bank's returned item handling and notification procedures. Is an automatic re-clear option available? How long does it take for returned items to be sent to the City and is what form is the notification provided?

Your return item handling instructions are maintained within a comprehensive database at the bank. During the check clearing process, the paying bank may return deposited checks for a number of reasons, including non-sufficient funds (NSF), uncollected funds, stop payment, account closed, etc. We route most returned items through the Federal Reserve System to regional return processing areas.

After processing the City's return items per your handling instructions, the return system generates a debit to the designated demand deposit account (DDA). We match the actual return items to a return item advice and mail them to the DDA statement address via First Class U.S. mail. The return advice lists the dollar amount and the reason for return for each item.

Non-standard options—return items

To meet the City's return item needs, we offer a variety of options, including posting options, delivery options, and redeposit options, and automatic redepositing and options for such, as described in detail.

During your account implementation process, your onboarding specialist works with you in setting up the options to assist you in managing your returned items.

Return item advice and options		
General		
	Advices are generated throughout the day and sent via First Class U.S. mail. Advices contain actual return items and the following information:	
	• Processing date (debit date) • Advice number • Deposit account bank number • Deposit account number	• Dollar amount of each return • Return reason for each return • Internal bank sequence number per each return • Total debit amount for the advice
	Choose the following optional information to include on the advice:	
	• **Alternate chargeback account bank number:** Receive returned items and the accompanying advice at an address different from the account statement address • **Location number:** Receive the location (up to 10 digits) number for return item reporting: ▪ Deposit tickets to include the location number in the MICR line ▪ Endorsement stamp for each location to include that number • **Maker name for each return:** As required for RCK, receive check writer's name (data-keyed by the bank up to 12 characters)	

Return item advice and options	
Advice options	

	• **Standard advice:** Lists up to eight returned checks
	  ▪ If location processing is requested, advices produced by location
	  ▪ If requested, the maker's name (first initial and last name) included on the advice
	• **Cash letter advice:** Lists all return checks processed during the current cycle, multiple advices may be created during the processing day
	• **Extended data advice:** If extended data keyed, additional fields appear on advice
	• **Single item advice:** Each return appears on a single advice

Posting options	
	• **Single item posting:** Each return posts individually to your account • **Advice-level posting:** The account debits at the advice level • **End-of-day posting:** All returns for the day's processing post as a lump sum to the account
Additional delivery options	
	• **Alternate mailing address:** Returned items and the accompanying advice sent to an address different from the account statement address • **Expedited delivery:** Return items and accompanying advices via an overnight delivery service, and you supply the billing account number, contact name, preaddressed labels and envelopes • **Duplicate advice:** Mailed copy of the return item advice at a second address, with expedited delivery also available • **Duplicate check copy:** Mailed copy of the actual returned item at a second address, with expedited delivery also available

Non-standard options—automatic redeposits

The City's eligible checks returned for the first time can be automatically redeposited. We can redeposit all eligible returned checks, only checks under a certain dollar amount or only checks greater than or equal to a certain dollar amount. Collection float for the redeposited items posts to the City's account.

Automatic redeposit and options	
Redeposit posting and notification	
	We provide three options for redeposit posting and notification:
	• Option 1: The redeposit does not appear on either advice or post to the account • Option 2: The redeposit appears on advice and posts as debit and credit to the account • Option 3: The redeposit appears on return item advice but does not post to the account

Automatic redeposit and options	
Additional information	
	• Multicurrency deposited items are not eligible for redeposit • Returned foreign currency checks are converted to U.S. dollars on the date the bank receives notice of dishonor

Online image viewing via our online portal

The online portal allows the City **next-day access** to return and redeposit item information and images. This solution allows your authorized users to electronically retrieve returns and redeposited item images. Our portal provides secure 24-hour, high-speed online access to your return and redeposit images.

To find an image, run a Returns and Exceptions Report or the Balance and Transaction Report on the online portal. The front and back of the returned item is available. Then click on the icon for the return item image to view, print or export the image.

Return item notification and reporting

The City receives **email notification** as text-only or as text with image delivered via encrypted secure email. The email message contains the return item detail, and a separate attachment contains the returns images (front and back).

We offer flexibility:

- Group email addresses
- Choice of returns only, redeposits only, returns and redeposits, items over a certain amount
- Timing for email notification, such as immediate, hourly, end-of-day

Information reporting

View all return debits via our online portal. The data available depends on the posting option—single item or lump sum—that you select.

Current day

Throughout the day, your available balances are reduced to account for the end-of-day posting of returned items and for redeposit float

Each item is a reportable transaction and contains summary information: transaction type, check number and dollar amount. We process all returned items received during the day, which may be after the end of your business day.

Prior day

Prior-day reports are typically available by 7:00 a.m. local time of account domicile. Single-item posting data includes dollar amount, return reason, and, if enabled, location number and maker name.

We include the following data, if available: check number, original deposit amount and original deposit date. Lump-sum posting data includes dollar amount, location number (if enabled), advice number and number of items included in the debit.

Prior-day returns data is also available via BAI2 transmission, which includes the same data as described above.

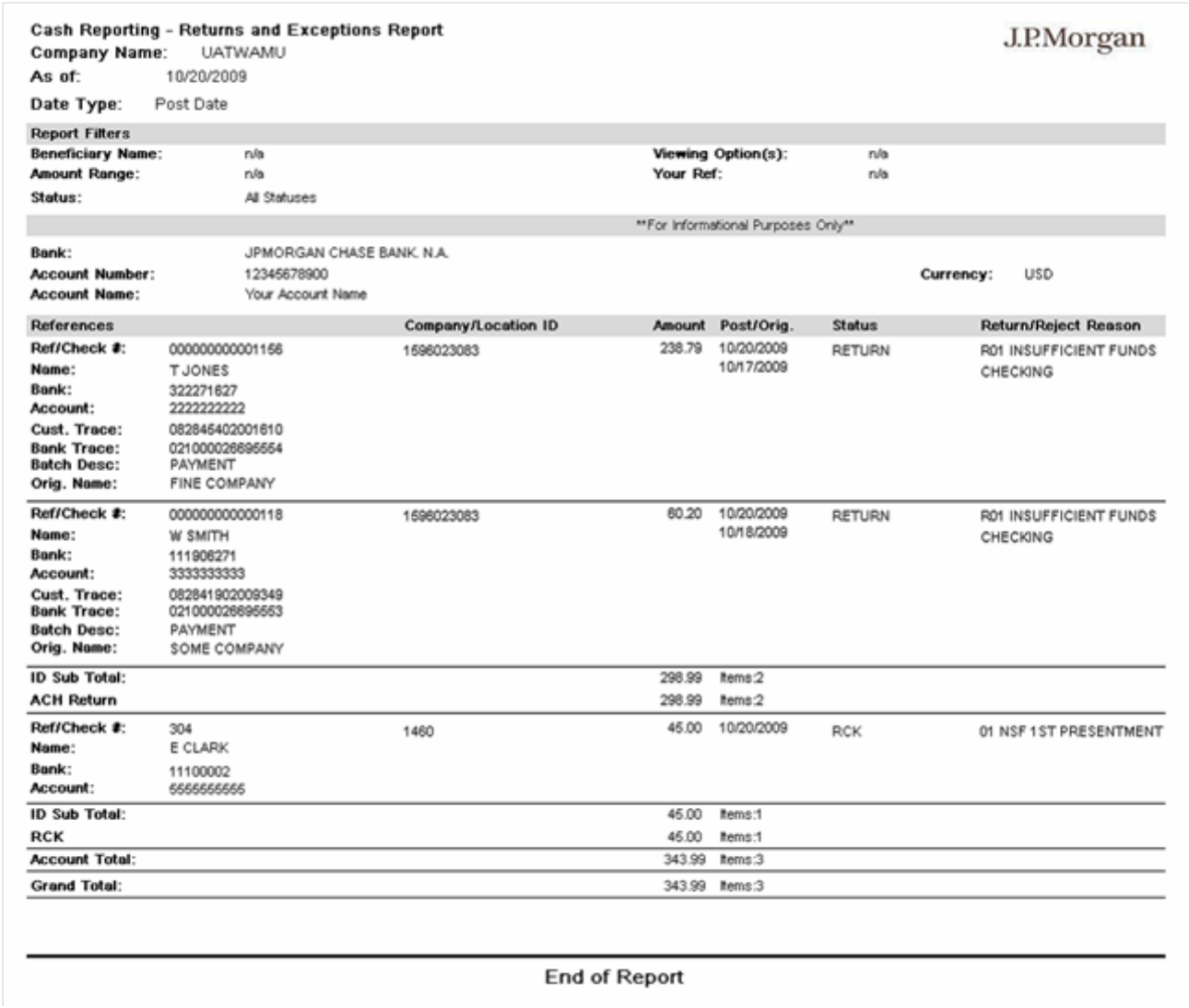
Below are illustrative examples of how each type appears in prior-day information reporting, on the bank statement and in the BAI2 file. Actual data reported and record layouts vary depending on the return service options you select.

Posting examples	Prior-day reporting, bank statement and BAI2 layout	Comments
Single item posting with some optional fields	DEP ITEM RETURN DEPOSITED ITEM RETURNED NSF 2nd 00289 MR MAKER #OFITEMS00001CK#00000131 DEP AMT000000024325960DEP DATE020110 CK AMT0000058549 16,555,58549,,000000000000,/ 88,DEPOSITED ITEM RETURNED NSF 2nd 00289 88, MR MAKER # OF ITEMS00001CK#00000131DEP AMT 88, 0000024325960DEP DATE020110CK AMT0000058549	• Return Reason = NSF 2nd • Store/Location Number = 00289 (if enabled) • Maker name = MR MAKER (if keyed) • Check Number = 131 (if available) • Deposit Amount = $243,259.60 (if available) • Original Deposit date = 020110 (if available)
Lump-sum posting with location number	DEP ITEM RETURN DEPOSITED ITEM RETURNED 258574 SUB289 # OF ITEMS00003 _____ 16,555,2210551,,000000000000,/ 88,DEPOSITED ITEM RETURNED 258574 88,SUB289 # OF ITEMS00003	• Advice # = 258574 • Lump sum posting will still be at the store/location level = 0000000289 • # of items = 3 (total number of items on advice)

The Returns and Exceptions Report is available through our online banking platform. This functionality lets the City choose between a preformatted report and a data file.

The following information is available for prior-day returns: depository account number (or alternate account number), processing date, original deposit date, check amount, MICR line information of the item (RT number, account number and check number), return reason code, disposition code (return, redeposit or RCK conversion), location number (if used) and maker name (if used).

Returns and Exceptions Report



Cash Reporting - Returns and Exceptions Report

J.P.Morgan

Company Name: UATWAMU
As of: 10/20/2009
Date Type: Post Date

Report Filters

Beneficiary Name:	n/a	**Viewing Option(s):**	n/a
Amount Range:	n/a	**Your Ref:**	n/a
Status:	All Statuses		

For Informational Purposes Only

Bank: JPMORGAN CHASE BANK, N.A.
Account Number: 12345678900 **Currency:** USD
Account Name: Your Account Name

References		Company/Location ID	Amount	Post/Orig.	Status	Return/Reject Reason
Ref/Check #:	000000000001156	1596023083	238.79	10/20/2009	RETURN	R01 INSUFFICIENT FUNDS
Name:	T JONES			10/17/2009		CHECKING
Bank:	322271627					
Account:	2222222222					
Cust. Trace:	082845402001610					
Bank Trace:	021000026695554					
Batch Desc:	PAYMENT					
Orig. Name:	FINE COMPANY					
Ref/Check #:	000000000000118	1596023083	60.20	10/20/2009	RETURN	R01 INSUFFICIENT FUNDS
Name:	W SMITH			10/18/2009		CHECKING
Bank:	111906271					
Account:	3333333333					
Cust. Trace:	082841902009349					
Bank Trace:	021000026695553					
Batch Desc:	PAYMENT					
Orig. Name:	SOME COMPANY					
ID Sub Total:			298.99	Items:2		
ACH Return			298.99	Items:2		
Ref/Check #:	304	1460	45.00	10/20/2009	RCK	01 NSF 1ST PRESENTMENT
Name:	E CLARK					
Bank:	11100002					
Account:	5555555555					
ID Sub Total:			45.00	Items:1		
RCK			45.00	Items:1		
Account Total:			343.99	Items:3		
Grand Total:			343.99	Items:3		

End of Report

Figure 6

8. **The City utilizes a desktop deposit scanner to deposit most of its checks. What is your dollar amount limit for desktop/remote deposit? Is the City required to use specific equipment for this, or is our current desktop scanner model (TellerScan TS240) compatible with your system?**

We place no limits on number of deposits per day. Checks are scanned in batches and the City may create multiple batches throughout the day.

Equipment

We recommend either the Panini or the Epson product line depending on the items being captured.

The Panini EverneXT is generally used for check only scanning, and the Epson DS 770 II is used for checks and documents.

The City can purchase and/or use your own scanning equipment as long as it meets the supported scanners requirements. For a current list of our supported scanners and the requirements, please visit https://www.jpmorgan.com/solutions/treasury-payments/remote-capture-resource-center

9. **If the City is required to purchase new equipment that is compatible with your system, please provide any cost and/or credit associated with the required purchase.**

After your remote capture service implementation, the City will be able to purchase scanners with your transition credit. Our Remote Deposit Capture Resource Center site provides a link to the vendor site where you place your order. Although not required, the vendor also offers compatible endorsement stamps.

Section G – Wire Transfers

The City currently transacts outgoing domestic wire transfers online and receives incoming domestic wires.

1. Please describe the bank's online wire transfer capabilities (e.g., templates, one-time wires, two-party approvals, etc.) What is the deadline for initiating domestic wire transfers to ensure same-day processing?

Our online portal provides you with a **complete range of funds transfer services supporting U.S. dollar** and multicurrency payments. Our solution supports wires (Fedwire and CHIPS), book transfers, drafts, account transfers and U.S. drawdown transaction initiations using both predefined (repetitive) templates and free-form formats. The deadline for initiating domestic wires transfers for **same day processing is 3:15 p.m. PT for a Fedwire and 4:15 p.m. PT for a book transfer (internal).** Additional times are listed in the cutoff times section below.

Receive a client confirmation number immediately upon release to the funds transfer processing platform. Confirmation numbers are accessible using the cash reporting features of the banking portal.

Future-date capability is available, supporting 365 calendar days for same-currency wires initiated from U.S. accounts. We also support multibank payments, where you initiate wires from non-J.P. Morgan accounts.

Payment initiation via the internet

Our online portal makes it easy to initiate and manage transactions with the Payments functionality, a fully integrated function within the banking platform.

Benefits of our approach to payment initiation via the internet

Critical information, including balances and cutoff times, is at your fingertips while making payments	**Powerful security** of our design protects your privacy, preserves data authenticity and maintains strong operational controls
Make recurring payments using customizable templates and manage them easily	**Customized experience** with flexible sorting and filtering options you determine
Streamlined workflow and manage all transactions using our online portal	**Resiliency option** as a backup for contingency processing of File Transmission Payments

Templates

J.P. Morgan Access provides for a common set of intuitive templates for every payment method. For example, the City easily creates beneficiary templates with lockable and editable fields to set up recurring/repetitive payments.

Our online portal offers two kinds of templates to support the setup of repetitive wires.

Standard templates

Standard templates (City-verified, repetitive instructions) are controlled by you and are immediately available for use once approved and activated by your authorized users. You must supply the amount and value date, and may change fields that are eligible to be edited, such as payment details.

Enhanced templates

Enhanced Templates are setup and approved by the City but have the added feature of being verified and activated by the bank prior to use. Bank activation of these templates is usually a 24-48 hour turnaround, after which the template is available for use. With enhanced templates you supply only the amount and value date. Depending on the payment method and the account, you can also enter between one to four lines of payment details, as well as optional information on regulatory reporting and instruction code tabs.

Controls

J.P. Morgan Access allows complete flexibility for the City to designate the rights of each user on the platform. This includes comprehensive and configurable user entitlements, limits and approval workflow to provide optimal control. Services available accommodate a wide range of security options, including dual control among users and daily or transaction limits.

You can help reduce the risk of fraud or compromised data by separating duties, accounts and approval workflow. Your security administrators are the only individuals able to assign users with transaction initiation privileges.

Standard security administrator model

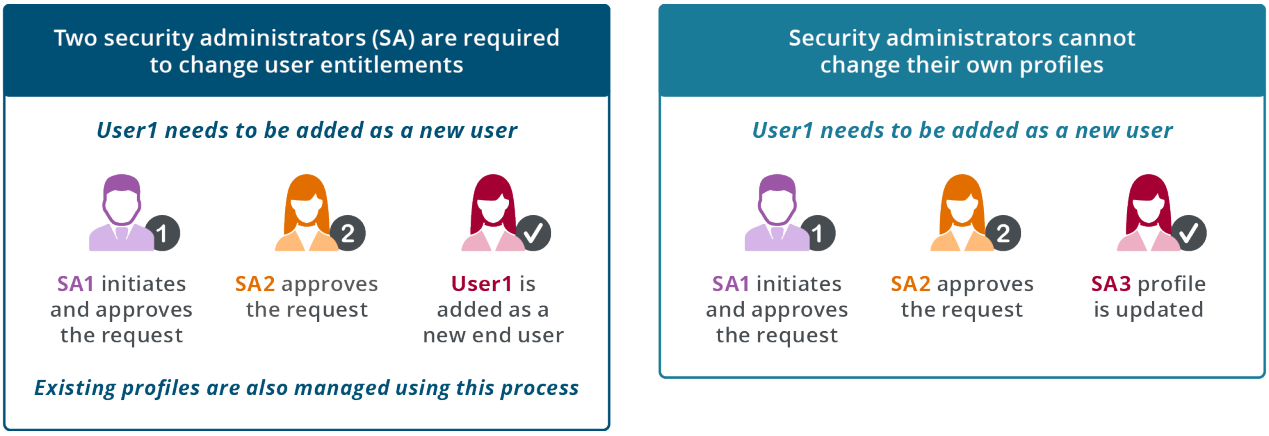


Figure 7

**The City may waive the requirement that a security administrator cannot make a change to their own profile providing a second security administrator approves those changes.*

Cutoff times

Payment/receipt processing operates from 6:00 p.m. PT each Sunday through 4:00 p.m. PT each Friday, excluding U.S. Federal holidays. We provide our clients with generous cutoff times to enable same-day execution of their payment instructions by actively participating in the extended CHIPS and Fedwire operating hours.

USD clearing opens on Saturdays at 7:00 p.m. PT for Monday value date processing of book transfers initiated through the weekend and Monday, if also a holiday. Clients will have the ability to process their U.S. dollar book transfer straight through payments during these additional hours; however, repaired payments are delayed until the normal operating hours of the FED and CHIPS.

Timeframes are outlined below. Please note, payments requiring repair have a cutoff time 30 minutes prior to the times stated below. Payment instructions received after these cutoff times are completed on a reasonable-effort basis.

The cutoff times for wire transfers originated via the internet are as follows:

- **Fedwire**: 3:15 p.m. PT
- **Book transfer/internal**: 4:15 p.m. PT
- **Drawdown (via Fedwire)**: 2:30 p.m. PT

2. What safeguards and security measures does the bank have in place to protect the City against fraud or unauthorized wire transfers?

Helping the City prevent wire transfer fraud on your accounts is a high priority for us. In addition to our online portal security features, the administration functions and implementation options offer you the ability to choose settings and features that help prevent fraud, including:

- We use multi-layered security designed to protect your data and transactions
- J.P. Morgan Access automatically prevent a single user from performing all actions (create, approve and release) on a single payment, even if the user is entitled to create, approve and release
- Our online portal provides two-factor authentication via RSA SecurID® token technology for those functions that demand an extra level of security
- Portable Security Transaction Protocol (PSTB), a patent-pending technology developed by us, uses RSA SecurID devices to digitally sign transactions and provide a level of security formerly available only using digital certificates
- The City can set up our online portal with strict controls over user access to functions and accounts, helping to enforce compliance with internal audit requirements while enhancing security; some of the available fraud prevention options include:
    - Enabling IP filtering to restrict access by limiting authorized users' ability to log on from only IP addresses you designate

- Customizing the payment approval process by creating rules that determine the number and identity of approvers for different types of transactions, including separate approval rules for repetitive templates and free-form wires, as well as the order in which that review must occur
- Separating duties, accounts and approval workflows, the City can help reduce the risk of fraud or compromised data; your security administrators are the only individuals able to assign users with transaction initiation privileges
- Limiting each user to a single, designated computer
- Requiring transaction and daily aggregate limits at the account and user level as a security measure to help reduce losses associated with erroneous or unauthorized transactions
- Creating templates with payment details to prevent wires from being initiated and executed without prior approval of the recipient bank account numbers and template details

3. What is the process for authorizing wire transfers, and are there any limits or approvals required?

The City establishes user entitlements. Your security administrators authorize users to create, modify, delete, approve and/or release wire transactions, as well as create, modify, delete, approve and activate predefined templates.

We require at least one approver for free-form wires or those initiated via repetitive templates.

J.P. Morgan Access automatically prevents a single user from performing all actions (create, approve and release) on a single payment, even if the user is entitled to create, approve and release.

At the point of release, the application requires two distinct users are involved in the payment life cycle, which includes the creation, approval and release of the payment initiated. Even if a user has all three entitlements, the user will still not be able to take all three actions on a payment on their own.

Two distinct users are also required in the creation, approval and activation of any underlying template.

Using the administration functions within the Manager menu in our online portal

Customize the payment approval process by creating rules that determine the number and identity of approvers for different types of transactions, including separate approval rules for repetitive templates and free-form wires, as well as the order in which that review must occur. The elements of an approval rule are:

- Payment Type
- Payment Creation Method
- Accounts/Account Groups
- Templates
- Transaction Amount Limit
- Approval Type (Sequential or Non-Sequential)
- Number, Type and Priority of Approvers

Categories enable you to classify users, tying approvals to a group or job function rather than a particular individual.

Section H – Automated Clearing House (ACH) Service Requirements

The City utilizes direct deposit services for bi-weekly payroll for the City. Approximately 100% of the City's employees take advantage of the direct deposit service. Please address the following:

1. Describe the bank's direct deposit services, including the software requirements and transmission options available.

Your employees can receive automatic electronic payroll payments to a designated checking or savings accounts when using our ACH service. No special software is required.

Typically, one or two days in advance of the designated payday, you send us a file containing the total amount to be paid electronically to your employees' designated accounts. For an additional charge, payroll transactions may be initiated with same day settlement, provided cutoff times are met. The offsetting amount is charged to your designated account with us on the day of settlement (payday).

Direct deposit options	
Origination method	
Larger volume	We recommend you use direct send transmission. You create a transaction file in standard Nacha format using industry standard applications. You will then transmit the file to us through a common protocol such as SFTP. The transmission is encrypted and sent to us for final ACH processing.
Lower volume	We suggest using our online portal. The banking portal allows your authorized users to enter the required ACH payment details in the fields provided as free-form payments or by initiating using a pre-approved template. In addition to initiating payroll, you can use the banking portal for ACH and wire disbursements and concentration.
Transaction type	
Prearranged payment and deposit (PPD)	Supply PPD files for next-day credits. For your employees to receive funds as available balances for ATM withdrawals on payday, you must deliver the file to us by 7:00 p.m. PT two business days prior to the settlement date. The file will be processed at the earliest ACH processing cycle so that the receiving depository financial institutions can post the credits to the employees' accounts by open of business on payday.
Same-day ACH credits	Send same-day ACH credits. All ACH credit transactions, except for international transactions (IATs) and transactions above $1,000,000 are eligible for same-day processing.

2. **Do you offer ACH services for both credits (e.g., payments to employees, vendors) and debits (e.g., collections, payments from customers)?**

   Yes. We offer ACH services for both credit and debit origination.

3. **What ACH file formats are supported (e.g., NACHA-compliant formats), and can your system integrate with the city's financial software (Finance Enterprise by Central Square) for seamless ACH processing?**

   We support the industry standard Nacha format via file import on our online portal or direct transmission with host-to-host connectivity.

   You may also use the import mapping utility to create maps when you want to import you proprietary delimited or fixed-width file for U.S. ACH payments into our online portal.

4. **Is there direct support for file testing?**

   Yes. We provide direct support for testing the ability to submit ACH files via file transmission and our online portal, J.P. Morgan Access.

   The City's **dedicated onboarding specialist** serves as your primary point of contact and coordinates the implementation of your services. A **technical implementation specialist** will:

   - Coordinate with the onboarding specialist to coordinate setup activities for your data file transmissions.
   - Assemble a team of production and systems experts to work closely with you throughout the process.
   - Presents connectivity options.
   - Provides set up and tests the connectivity link, and sends test files.

5. **Discuss screening measures that the bank uses to minimize errors on files sent to the bank. Describe the process and timing available for file/error correction.**

   We have an 11-month duplicate detection capability; any file transmitted with the same Origin ID, Company ID and effective date of the first batch within the file, and exact item count and amount will be rejected. Additionally, if our system determines that the file received is a duplicate, we will call you the same day to verify.

   Acknowledgements and confirmations are provided for successfully processed files, as well as files with errors identified during processing. Corresponding returns and rejects are provided through the same connectivity used for transmission. Our files are transmitted to clients with clear markers indicating whether a problem has occurred in processing. This allows for quick resolution and helps prevent payment delays.

We will respond to each input file with a level one confirmation. A level one response consists of file level validation and control information. It will also include J.P. Morgan front-end transaction validation. Each accepted transaction will be reflected with a confirmation record. Each rejected transaction will be reflected with a confirmation and reject record. A file trailer will also be sent. Additional levels of acknowledgements will be provided where applicable (FX transactions, ASC X12 processing etc.).

For J.P. Morgan Access uploads, you will receive a status of the file and whether there were any failed items.

ACH Imports

File Name	Status	File Hash Total	Items Failed	Imported By	File Type	Import Method	Import Date/Time	File Number	JPMC File ID
Silversearch Partners (73)	Pending Submit (67)	20,000.00	6	Chad Esselink	NACHA	Online	28-Feb-25	1001	2017NACHA4006
Scripts Sales 2 Inc (24)	Pending Submit (24)	32,000.00	0	Chad Esselink	NACHA	Online	28-Feb-25	1002	2017NACHA4007
Digital Image Productions (31)	Submitted (31)	3,000.00	0	Isabella Jennings	NACHA	Online	28-Feb-25	1003	2017NACHA4001
Classic Marketing Sheets (38)	Pending Submit (38)	50,000.00	0	Victor Green	NACHA	Online	28-Feb-25	1004	2017NACHA4002
Linden Mining Corp (24)	Pending Submit (24)	22,000.00	0	Chad Esselink	NACHA	Online	28-Feb-25	1005	2017NACHA4003
(Test) Scripts Sales Inc (31)	Failed	15,000.00	31	Chad Esselink	NACHA	Online	28-Feb-25	1006	2017NACHA4004
Ateen Investments (26)	Pending Submit (26)	32,000.00	0	Victor Green	NACHA	Online	28-Feb-25	1007	2017NACHA4005

Figure 8

6. Describe your bank's prenote process to verify new direct deposit account numbers, and its length of time.

Prenotifications are no longer required, so it's up to the originator to choose if they're necessary. We recommend:

- Using prenotifications if you have time to respond to corrections or errors generated by a notification of change on the prenotification and correct the information prior to the first payment
- Prenotifications be originated at least three banking days prior to live-dollar origination, but we can accommodate any timing scenario

The prenotes are charged as standard ACH transactions.

As an alternative to using prenotes, the City can benefit from using our **Account Validation Service (AVS)**. AVS provides an electronic response for each account inquiry. The response includes information about the account status and ownership. Please see Section S – Service Enhancements for a complete overview of this service.

7. The City deposits Payroll funds to employees at 12:01AM every other Thursday. Please indicate the submission deadline of ACH files to meet this deposit deadline.

Typically, one or two days in advance of the designated payday, you send us a file containing the transactions to be paid electronically to your employees' designated accounts.

Cutoff times for ACH initiation and additional details are provided below.

Initiation method	Next-day ACH
Direct Send transmission [1,2]	7:00 p.m. PT (prefund) and 7:00 p.m. PT
ACH payments via J.P. Morgan Access [1]	7:00 p.m. PT (prefund) and 7:00 p.m. PT

1. ACH PPDs must be received two business days in advance.

2. If later deadlines are required, this should be discussed with your relationship team.

8. The City currently makes some payments electronically (e.g., pension payments, State and Federal tax withholdings, medical benefit payments, and utilities). Describe the program used by the bank to facilitate these payments.

Depending upon your operational requirements, originate ACH payments using direct transmission or through our online banking portal.

We offer a file delivery solution that allows the City to send and receive ACH files using:

- SSL session encryption
- Browser-based file exchange (HTTPS)
- SFTP with PGP (Pretty Good Privacy) or GNUPG (GNU Privacy Guard) file encryption

Our delivery methods leverage the internet and readily available software packages to make transferring files simple and secure without the added cost of proprietary software installation.

Our online portal supports manual entry, file upload and payments originated from pre-approved templates for both ACH and wire transactions. You can also use a generic tax form to create a template for U.S. ACH tax payments or to send a federal tax payment via wire.

9. Do you allow pre-authorizations for ACH payments? Do you flag unauthorized debits for approval? Please describe your process for this.

We offer you protection from unauthorized ACH items with ACH Transaction Blocking or ACH Transaction Blocking with Positive Pay. These services offer protection from third-party organizations who originate ACH transactions against your accounts.

Unauthorized debits

As discussed previously in Section C – Demand Deposit Accounts, question #8, ACH Transaction Blocking with ACH Positive Pay allows entitled users to review ACH blocked transactions, allowed transactions or all transactions prior to posting the item to the DDA account.

With ACH Transaction Blocking with ACH Positive Pay:

- You receive an email notification every hour if ACH transactions require review Sunday through Friday starting from 9:00 p.m. PT through 6:00 p.m. PT; a reminder email notification is sent one hour before the decision cutoff time if there are unactioned exceptions
- You have until 6:00 p.m. PT (2:00 p.m. PT for same-day CTX transactions) on the effective date to submit decisions
- If a Pay or Return decision isn't submitted by you, the default rules are applied

10. Is there a dedicated account manager or support team for ACH services, and how can the City reach them if there's an issue or urgent need?

Yes, the City can contact your designated CSA for ACH services support.

Our Transmissions team provides support for initiating file transfer or receiving reporting via Direct Transmissions. Specialized staff is available to assist with your product and technical support for Host to Host, ACH Data Transmission issues related to file delivery, file processing, file confirmation and partner key management.

ACH transmission support is available Monday through Friday, 5:00 a.m. to 8:00 p.m. PT.

Section I – Investment Sweep Account

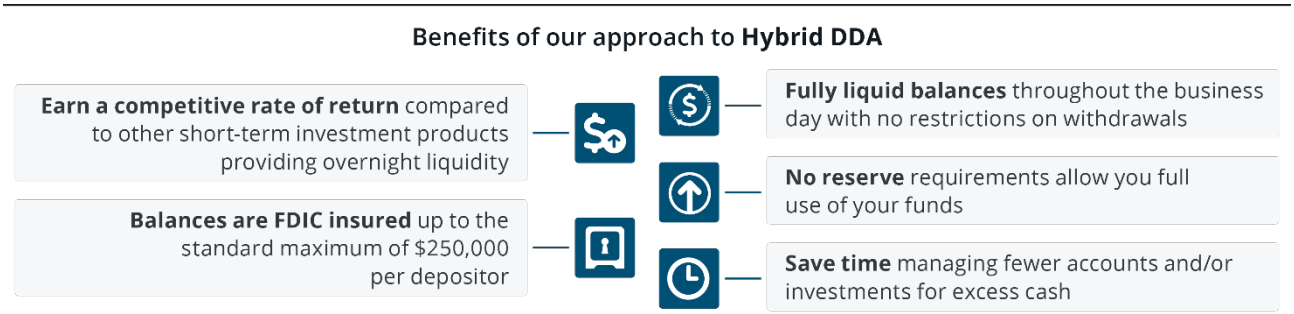
The City may choose to utilize a DDA Sweep with all collected funds exceeding a designated balance swept into an investment fund.

1. Describe the types of sweep accounts offered by your financial institution that are available to maximize the City's potential investment earnings.

Recent central bank actions have resulted in an evolving rate environment, making an optimized, flexible account structure a key component of a successful business strategy.

The **J.P. Morgan Hybrid DDA** combines the power of a DDA with earnings credit and an interest-bearing DDA, allowing you to earn both a competitive earnings credit rate (ECR) and interest from a single account.

This innovative solution opens the door to a **simplified account structure**, allows for balances to offset service fees and minimizes time spent managing investments.



How it works

The Hybrid DDA offers a solution similar to the functionality of an overnight sweep service. However, unlike an overnight sweep, 100% of the funds in this account are collateralized per California State requirements with Treasuries, enabling the City to feel secure entrusting J.P. Morgan with its public funds.

In the Hybrid DDA solution, balances earn an earnings credit allowance up to a predetermined threshold to offset bank service fees with balances above the threshold earning hard dollar interest. Thus, **instead of sweeping to a separate account each night, your excess balance remains in the DDA and earns interest**. Additionally, the Hybrid DDA does not have an investment cap like an end-of-day money market fund (MMF) sweep solution.

Balances up to a predetermined threshold ("the peg balance") earn an earnings credit allowance at the proposed earnings credit rate of 2.92%. Funds up to the peg balance are used to offset bank service fees. Balances above the peg balance threshold earn hard dollar interest at a proposed rate of 3.75%. Interest accrues daily and is paid monthly. The below illustrates how the Hybrid DDA works.

Hybrid DDA structure

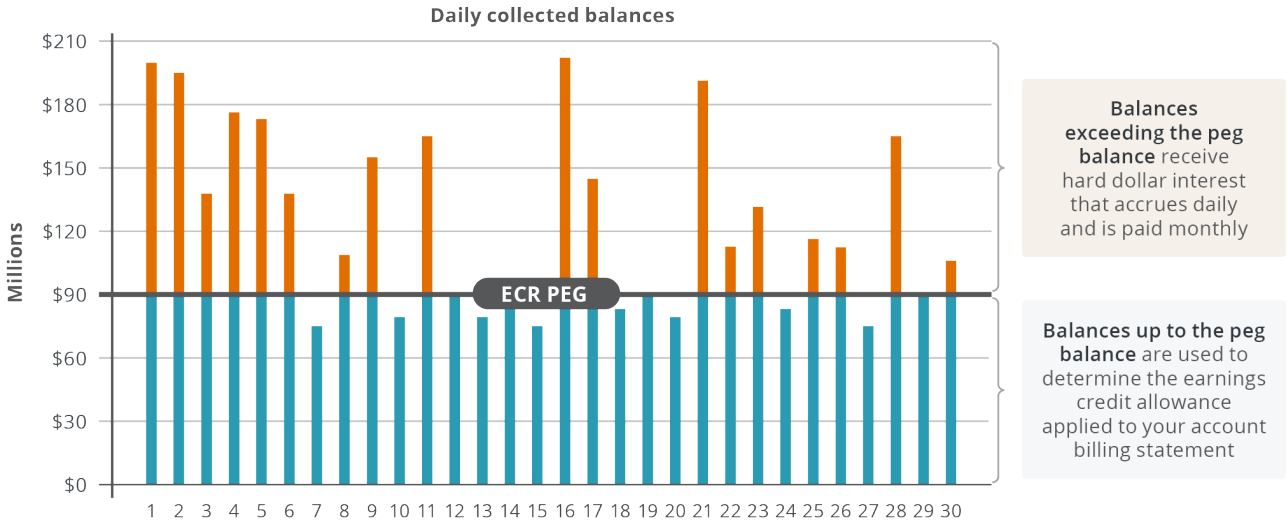


Figure 9

The peg balance can be changed at any time prior to the next billing cycle (and applied on a go forward basis) to adjust for unplanned changes in service fees (e.g., significant volume changes, service additions/deletions, to compensate for periods in which minimum balance levels fall below the peg balance amount).

Calculation of ECR and interest

The earnings credit rate and interest rate are bank managed rates that are reviewed and updated periodically by us after considering a range of factors, including the market rate environment. Using a managed rate helps maintain **pricing flexibility** while also helping **protect you from the short-term rate volatility** that could result from using an indexed rate.

The earnings credit allowance is calculated and applied on a monthly basis on the balances up to the peg balance threshold.

Monthly earnings credit allowance calculation

$$\frac{\text{(Average monthly investable balance x ECR x actual number of days in month)}}{\text{Actual number of days in year}}$$

Hard dollar interest accrues on a daily basis on the closing daily balance above the ECR peg and is paid on a monthly basis.

Daily interest accrual calculation
(Daily positive collected balance above the peg x account interest rate) Actual number of days in year

Sweep to money market fund

We offer both end-of-day and intraday investment sweeps to us and select third-party money market funds (MMF) helping you efficiently invest account balances, maintain liquidity and meet investment guidelines. Investment sweep services afford competitive returns while simultaneously providing fluid integration with operating accounts.

Our sweep product offering provides you visibility of accounts and returns online through J.P. Morgan Access Liquidity Solutions, available via the online portal.

Use our breadth of services, reputation, and financial strength and stability to build upon the efficiency and value of our own cash management operation. Below, please see investment details on the sweep offering available to you.

You can **combine intraday and end-of-day investments** as a way to address any cash flow activity that may take place after intraday investment cutoff times.

End-of-day

Receive end-of-day sweep options with us and select third-party money market funds (MMFs) to implement an effective sweep structure. The amount invested via the sweep is determined by the available account balance at sweep time in conjunction with pre-established, sweep parameters you define.

End-of-day sweep offering	
Money market funds (MMF)	
Exposure	The specific MMF selected; see prospectus at https://am.jpmorgan.com/us/en/asset-management/liq/
Rating	
Timing	Last transaction of the business banking day
Return of funds	The morning of the next business day
Interest/Dividends	Dividends accrue daily, paid monthly on a 365-day basis
Restrictions/Comments	• U.S. corporations/entities must invest in U.S.-registered funds • Non-U.S. entities may be available to invest in offshore funds subject to applicable laws, rules, and regulations • End-of-day sweep: Investment cap established based on average stable balance See prospectus for fund details

Set your parameters, such as **target balance** and **sweep increments**, during the initial sweep setup, and you can modify parameters by contacting Customer Service.

Highlights of end-of-day sweeps

End-of-day sweeps are based on a target balance set by you which should be maintained in the account at all times. Benefit when balances exceeding the target are moved by the sweep system into the selected investment vehicle in increments you define:

- End-of-day collected balances that exceed the target balance are automatically invested up to the account's investment cap. Balances above the cap may also be invested depending on availability of shares.
- End-of-day sweeps are processed as the last transaction of the business day. MMFs are automatically returned the morning of the next trading day.
- For maximum flexibility, we permit sweep increments as small as $1.00.
- An investment cap is established for each account based on the estimated average sweep balances.

Please refer to the table below for funds availability and cutoff times.

End-of-day money market funds availability and cutoff times

J.P. Morgan fund	Cutoff time
U.S. Government Money Market Fund	Last transaction of the day
U.S. Treasury Plus Money Market Fund	Last transaction of the day
100% U.S. Treasury Money Market Fund	Last transaction of the day

Note: Select third-party provider funds may be available. The Prime Fund calculates its net asset value to four decimals (e.g., $1.0000) using market-based pricing and operates with a floating net asset value.

2. What sweep investments or funds are available for public agency clients? Does the fund meet the California Government Code for allowable investments?

End-of-day investment sweeps provided are below:

- **J.P. Morgan Government Fund Morgan Share Class**
- **J.P. Morgan Treasury Plus Fund Morgan Share Class**
- **J.P. Morgan 100% Treasury Fund Morgan Share Class**

Please note that we are not licensed to provide direct advice on whether a fund matches specific risk policies. Typically, our approach involves providing the prospectus to the client, who then confirms if it aligns with their risk policy. However, we can certainly facilitate a review by engaging our Asset Management (AM) team. They are well-equipped to assess and advise on whether the fund offering is consistent with your policy requirements.

Investment sweeps into J.P. Morgan's MMFs have minimum investment balance requirements for each share class. The end-of-day sweep uses the Morgan share class. The minimum investment requirement for the Morgan share class is indicated in the following table and set forth in the fund's prospectus.

J.P. Morgan money market funds end-of-day share class minimum	
Share class	**Minimum investment balance**
Morgan	$1,000

3. What are the costs associated with sweep (monthly maintenance, set-up fees, fund expenses, transaction fees, etc.)?

The only charge is 25bps fees. There is no other monthly maintenance charge.

4. Provide historical rates on your sweep fund(s) for the past 12 months.

Money market fund (MMF) share classes are dependent on the investment amount and investment channel. Historical rates are provided on the current fund prospectus located in the following link:

https://am.jpmorgan.com/us/en/asset-management/gim/liq/products/performance-and-yields/liquidity

Section J – State Activity/LAIF Transfers

The City transacts State of California Local Agency Investment Fund (LAIF) transfers on a regular basis and receives State electronic payments.

1. Please describe the LAIF transfer process. Are the transfers done by telephone, email, fax, wire transfer, etc.? How is the accuracy of transfers assured?

The transfer process is outlined as follows.

Transfers to LAIF

You will initiate Investment transfers to the State via our online portal and post to the State via wire transfer.

We work with government clients in the State of California to promote compliance with State procedures for LAIF investment transactions. Note that the following are general procedures, and that you are encouraged to confirm with LAIF to be sure they are in receipt of contracted instructions specific to the City:

- For same day transactions, LAIF must be contacted by 10:00 a.m. PT.
- 15 total transactions per month are allowed, which include both deposits and withdrawals.
- Transaction amounts should be in thousand dollar increments with a minimum of $5,000.
- Withdrawals of $10 million or more require at least a one-day advance notice to LAIF.
- Future-dated transactions can be requested up to 10 calendar days in advance.
- Verbal acknowledgment must be initiated by your authorized personnel prior to funds transfer.

Transfers from LAIF

Investment transfers from the State will be initiated by the City via LAIF by phone or online and posted directly through us into your designated account. LAIF transfers can be executed by the City online through the LAIF portal.

2. What is the charge per transfer to LAIF? From LAIF?

Please see Appendix 3 for our pricing proforma.

3. Does the bank have an office in Sacramento that maintains a direct DDA banking relationship with the State Treasurer's office and the State Controller's office?

Yes, we have an office in Sacramento with a direct DDA banking relationship with the State Treasurer's Office and the State Controller's Office.

4. Is the bank an approved State of California depository?

JPMorgan Chase Bank, N.A. is a qualified depository for public funds in California. We facilitate activity on behalf of municipalities with redemption and investment Local Agency Investment Fund (LAIF) transactions.

5. What is the charge for the deposit of State electronic payments? State warrants?

Please refer to the pricing section of the response for any applicable charges.

Section K – Online Bank Processes and Information Reporting

The City currently utilizes a web-based online system to perform a variety of processes, such as placing stop payments, wire transfers, maintenance of ACH preauthorizations, administration of account users, and accessing online balance reporting information for all accounts.

1. Please describe the bank's online banking and information reporting system(s), including a list of all services provided.

With our online portal, the City receives a highly intuitive and easy to use, cash management solution that seamlessly integrates all treasury activities through a secure portal using a single authentication process.

Whether you keep cash in one or multiple accounts, our online portal puts critical cash management information and tools at your fingertips, and the unparalleled experience of J.P. Morgan at your service.

Advantage for the City: J.P. Morgan Access ranked #1 in payments and treasury management.

2024 Coalition Greenwich Digital Transformation Benchmarking Study

Our service is proof of our dedication to investing in leading edge technology, product innovation and improving the client experience.

Our comprehensive cash management system at a glance

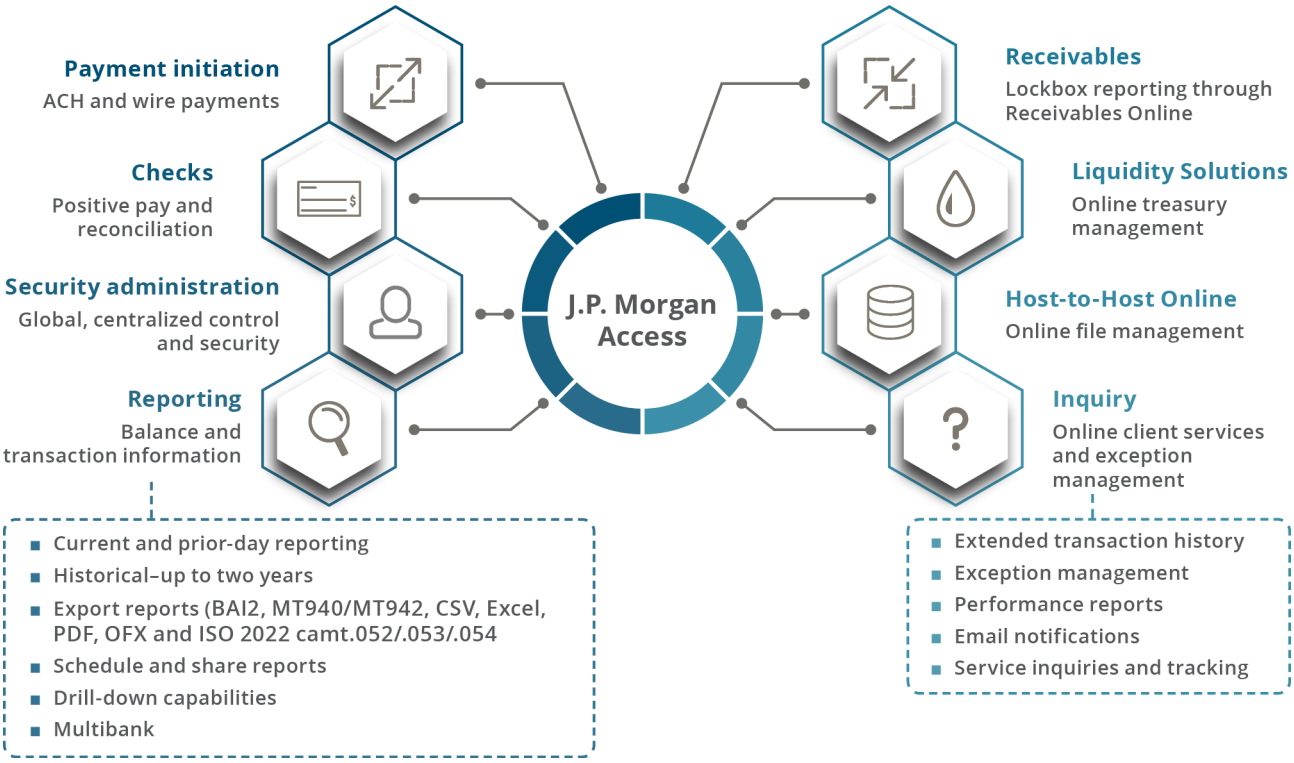


Figure 10

Dynamic home page

It starts with **Home,** the home page of our online portal, where an improved user interface brings you critical information immediately upon logging onto the system.

Benefit from using a **customizable dashboard** home page. The difference is apparent immediately. Our home page consolidates critical information in one place.

With just **one click**, access urgent action items, access your accounts, recent activity, reports and statements. Transparent workflows show current status and next steps. Receive transaction information on demand. Bring the information you need together with **customized cash position** views.

Make the advantage yours

Users receive critical information on the customizable dashboard, all in one place.

Improve your experience with every click.

A customizable dashboard to meet your treasury needs

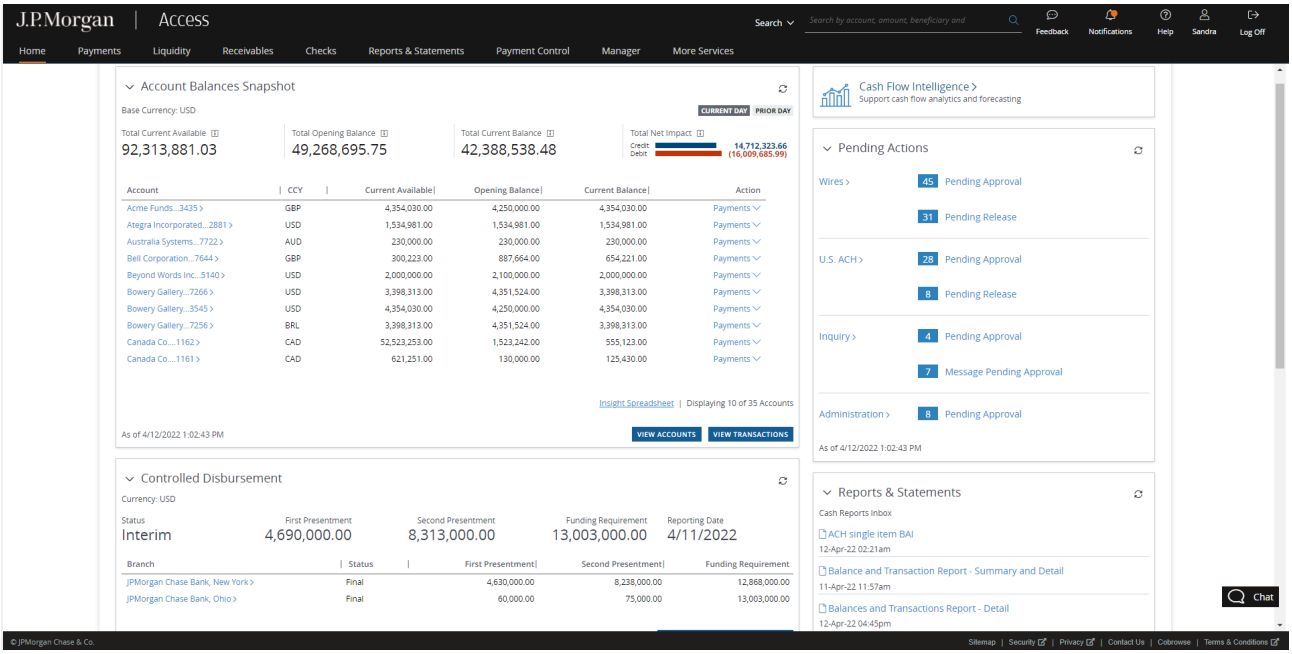


Figure 11

View key information and frequently performed tasks readily available from the home page.

From **Home**, connect to your **key information**, such as Account Balances, Controlled Disbursements, Reports, Statements, Loans, Online Payment Activity and Pending Actions, through our customizable dashboard for all your treasury needs.

A combination of **user entitlements** and **preference settings** determines what each user views upon logon. It's easy to set a new default landing page. Establish user-defined account groups for viewing and reporting purposes.

Users can also find information quickly using robust **search tools** and configure a variety of system **notifications** that can be viewed online and via email. Additionally, your users have the ability to customize the dashboard by expanding and collapsing the view of all available information.

Your users connect to functions they need via the summary dashboard	
Payments	Make payments via wires, book transfers, checks, ACH
Checks	Receive positive pay services, stop payment services, reconciliation reporting and data download
Reports	View, print or download reports with balance and transaction information, cash concentration, disbursement, funds transfer and liquidity
Statements	View, print or download bank, billing and liquidity statements from a central repository

Your users connect to functions they need via the summary dashboard	
Administration	Save time with a powerful and innovative entitlement engine that saves time, increases productivity and controls everything users can see and do
Liquidity Solutions	View reports and make decisions about cash balances and cash investment positions, cash concentration structures and flows, inter-company positions and accruals
Merchant Services	Simplify payments reconciliation, find opportunities for improving profitability around payments, and receive alerts for quicker awareness to fraud
More Services	Access a single point of entry to a wide range of additional treasury management services that includes our configurable receivables solution, Receivables Online

Our Mobile app

Our Mobile app delivers features you need in today's fast-paced environment to access banking information and perform tasks on the move.

Secure and easy sign in

Sign in is simple, using your same credentials for the online portal and Mobile.

Password-only users can choose to enable device biometrics if their device is supported. Security administrators can restrict or enable biometrics based on your organization's security standards.

Your users can also reset their password on the Sign In page quickly and easily.

Simple navigation

The home screen includes **easier navigation and provides quick visibility** to accounts and features based on your user entitlements.

View account balances and transactions

Leverage the app to see a **quick snapshot of account balances**. The app lets you drill into accounts and transaction details.

Mobile allows users to view account balances and transactions in all currencies and up to 14 business days of desktop and mobile activity

Deposit checks on the go

Save time by depositing U.S. denominated checks, drawn on a U.S. bank and uploading documents as soon as you receive them, instead of waiting for a trip to the bank.

Manage your payments

With the payments approval feature, users can **easily approve and reject** US ACH, wires, account transfers and book payments that are initiated Online. Payment workflow, rules and user entitlements from our online portal are integrated for a seamless experience. Mobile also supports digital signing for secure authorization of payments.

The power of J.P. Morgan Access in the palm of your hand

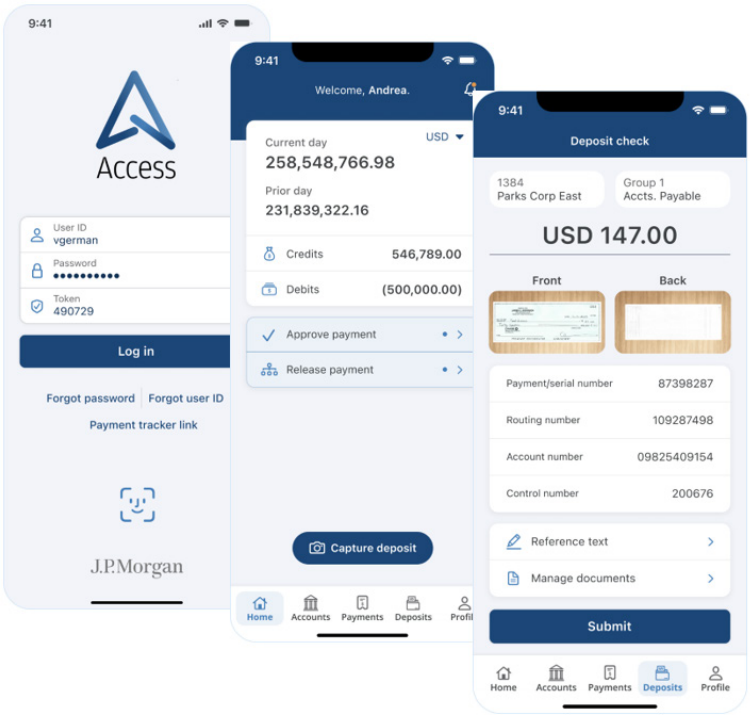


Figure 12

Mobile works with iPhone and Android smartphones. As new operating systems are certified to work with Jour online portal, we support a maximum of two major versions per operating system (one current and one prior).

Mobile set up and operation is simple. The service is highly secure and there is no additional cost for this service.

Users can download Mobile from the respective app store. User will go through a one-time mobile device registration process and biometric setup (if supported device).

J.P. Morgan Access features and benefits		
Dashboard: Saves you time because everything is in one window		
How the City benefits	• See recent payment activity and related processing statuses • Check balances and run reports from the home page • Make payments directly from your Account Balances view • Find information quickly with the search tool • View notifications online and set up to receive notifications via email	
Available services	• Configurable notifications • Search • Payments, reports and statements • Activity log	• Pending actions • User preferences • Help center
Checks (1): Efficiently manage paid check activity, monitor fraud and streamline account reconciliation processes		
How the City benefits	• Efficiently manage your check process • Submit check issue information and retrieve reconciliation reports • Mitigate check and ACH fraud risk • Streamline your account reconciliation process through our comprehensive check services solution • Enhance security and fraud protection by sending check print files for bank printing and distribution to payees	
Available services	• Online check details and images • Check Print • Stop payments	• Positive pay • Reverse positive pay • ACH Transaction Blocking
Payments: Saves time by aligning to your workflow and the way you work		
How the City benefits	• Use consistent payment workflows • Initiate wires (including from non-J.P. Morgan accounts), book transfers, ACH, U.S. account transfers, draft/checks, drawdowns, and advice to receive (depending on entitlements) • Creation of, and modification to, enhanced templates (i.e., templates that have been bank verified) • Easily view payment and template history within the workflow, including modified field details when approving transactions • See account balances while making a payment • See payment cutoff time while making or approving a payment • Use comprehensive and configurable user entitlements, limits and approval workflow to provide optimal control	
Available services	• Wire transfer (USD) • U.S. ACH • Account transfer • Book transfer • Print and export	• Multiple approval levels • NACHA file import • Service requests (USD wire and book transfer)

J.P. Morgan Access features and benefits		
Reports: Readily customizable		
How the City benefits	• Organize accounts into groups • Customize reports from a single page • Schedule reports and share them with other users • Use settings to tailor views of balances and reports • View check and deposit images and research adjustment advice, where available	
Available services	Reports include: • Balance and Transactions, including location view reports • Checks/deposit ticket images • Daily Account Balances • Controlled Disbursement Funding • Returns and Exceptions • Payment and Template Reporting • Checks Paid report • Wire Detail report	Formats include: • Prior-day, current-day or date range • Online, Excel, PDF, CSV, BAI2, OFX, ISO camt.052, camt.053, camt.054 and Swift MT940/42
Statements: Quickly view, monitor and output statements		
How the City benefits	• Delivers a high-level view with the ability to view or download statement information from a single page • Comprehensive and efficient functionality to filter, search, and retrieve statements • Ability to view individual images of checks (front and back) or bulk downloads • Easily export statements (Excel, PDF and CSV) and paid check images • Online availability of historical statements • Ability to retrieve up to three types of Liquidity Statements: Investments, Cash Concentration and Pooling	
Available services	• Bank statements • Billing statements • Liquidity statements	

J.P. Morgan Access features and benefits		
Manager: Create and manage users simply and quickly		
How the City benefits	• Browse relationships between accounts, products & users to understand your relationship structure • View and report on all user entitlements from a single page • Follow step-by-step workflow for streamlined, effortless setup • Lock down security with precise user entitlements, limits and account settings • Manage credentials, including hard and soft token assignment	
Available services	• Company overview • User Setup/administration • Administration reports • User authentication credentials • Entitlements support for products	• Clone entitlements • User groups • Account groups • Transaction approval Workflow Rules
Liquidity Solutions: Online liquidity management tool with near real-time visibility of cash balances and investments		
How the City benefits	• Optimize return on excess cash • Minimize risks	
Available services	• View and manage cash and investments across multiple entities, products, regions and currencies • Invest in and redeem Money Market Mutual Funds • Customize and run reports	
Merchant Services: Integration		
How the City benefits	• Provides users with simplified payments reconciliation • Identifies opportunities for improving profitability around payments • Provides alerts for quicker awareness to fraudulent payments activity	
Available services	• On-demand, user-defined reporting • Customizable user entitlements • Available in multiple languages	

J.P. Morgan Access features and benefits	
More Services: Single point of access to a wide range of additional treasury management services	
How the City benefits	• Single sign on accessibility
Available services	• ACH File Warehouse • ACH Services U.S. • Continuous linked settlement • Digital Payments • Electronic Specialty Account Portal • Global ACH • Host-to-Host Online • Receivables Online and Remote Deposit Capture • Supply chain finance • Trade transactions • Virtual Account Management

(1) U.S. accounts only.

2. What are the current computer hardware and software specifications for most effectively utilizing the bank's online system?

Refer to Appendix 5 for our current J.P. Morgan Access Technology Checklist for computer hardware and software specifications.

3. At what time (Pacific Standard Time) is prior day information available?

Prior day reporting is available by 7:00 a.m. PT.

4. Is the per item fee for prior day reporting based on the number of items reported or accessed?

Fees are based on the number of items reporting and the retention period.

5. Can the reports be customized? Exported to Excel?

Yes. Our online portal offers the City a comprehensive list of predefined reports, as well as advanced filtering and criteria capabilities, and a powerful set of interactive features, allowing you **to customize reports** for different views or download them into different layouts to meet your varied reporting needs.

For example, for balance and transaction reporting, the City can customize reports online with the following selection options:

- Select balances by account or groups of accounts
- Access prior business day, current business day or as of business day financial data; or select a date range of up to 2 years
- Evaluate account averages for this month, the prior month and year-to-date
- View balances, credits and debits
- Select from a variety of industry standard formats: Excel, CSV, PDF, MT940, ISO camt.054 and BAI2

In addition, the City can enhance the presentation of your information using the following Interactive Reporting functionalities:

- Move, show or hide fields or columns within the report
- Sort on single or multiple columns
- Use our web search tool to filter data
- Use graphs or charts to quickly visualize trends
- See your report change dynamically as you perform customization of your report
- Save and re-use the report template, print or export the report with the customized settings

To enhance productivity, reports can be scheduled to run automatically via our Automated Scheduler at recurring intervals, e.g., daily, weekly or monthly. Additionally, customized reports can be shared by the creator with other the City users.

Once the scheduled reports are available in your users' Reports Inbox, the users can download these reports at any time even outside of regular business hours, provided that this is not within our electronic banking system's regular maintenance hours.

6. What types of security measures are in place? How is the assignment of user I.D.'s and passwords managed?

Our online portal uses a multi-layer security system designed to protect the privacy and identity of users, while maximizing data and transaction integrity.

- **Control:** The City's security environment is maintained by your assigned security administrators, who create and authorize users for online services. Using online administration tools, security administrators can lock down security with precise user entitlements, limits and account settings and generate entitlement reports to meet auditing requirements.
- **Two-step logon:** The system uses an enhanced two-step logon to help validate that users are accessing the authentic J.P. Morgan Access website.

- **Single Sign-On:** A distinct user ID and password give the City's users access to the platform and product functions that do not involve the initiation of value-bearing transactions. Users entitled to transaction initiation or that fall under certain regulatory requirements will also require a security token to log on.
- **User authentication:** During the initial access to the server, users' identities are validated against their registered profiles.
- **Log on control:** After three log on attempts, the system automatically locks out a user who enters an invalid password and generates an entry in the security log. The three failed log on attempt restriction prior to disabling a user is on a per session basis. This is set by our systems.
- **Computer registration:** Each time a user logs on through an unrecognized computer, the system prompts the user to re-register the unit using an activation code delivered via an out-of-band channel, such as email, help desk or in person by a City security administrator.
- **Digital signature:** Authentication is required for users accessing functions involving value-bearing transactions or security activities (e.g., wires and ACH). We use a two-factor authentication process:
    - Digital signature authentication is achieved through our patent-pending solution leveraging RSA SecurID token technology to provide signatures.
    - Users enter their user ID, password and RSA SecurID token code when logging on. They are prompted to re-enter their password and token code before moving funds during their secure session.
- **Data protection:** Industry-standard 256-bit Transport Layer Security encryption helps maintain confidential access and delivery of data, and transaction facilities.
- **Session timeout:** After 15 minutes of inactivity, users are automatically logged off.

J.P. Morgan Access login

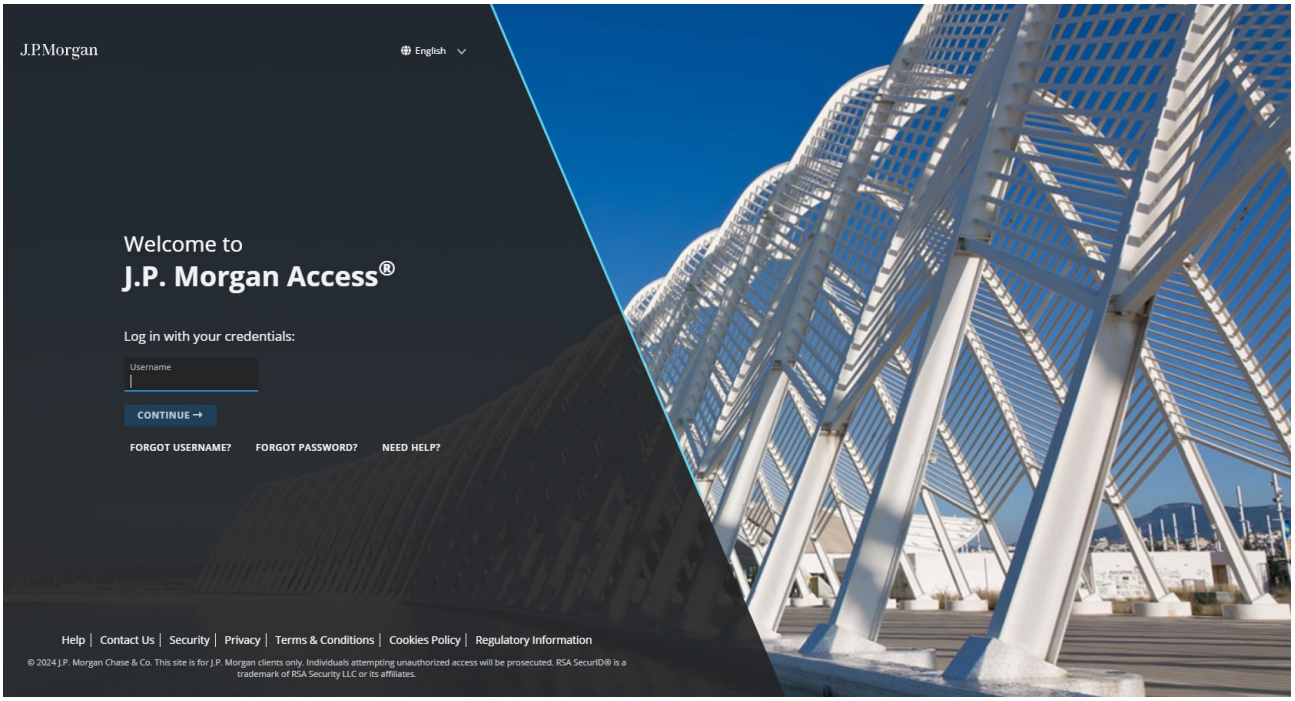


Figure 13

Establishing authorized users

During implementation of J.P. Morgan Access, the City first provides initial security administrator user information. After signed acknowledgements are processed, security administrators begin establishing entitlements for authorized client users.

Users log on to the online portal to start the new user identification process with the secured information provided in a welcome email that is generated after the user was created and approved by your security administrators. The user validates their contact information, leverages a one-time pin and creates their own password. The system automatically creates a one-time pin after the user validates their contact information.

When a new user first logs in, they are required to use the one-time pin and then enter a password of their choice that meets required parameters.

Passwords must meet these requirements:

- Passwords must be different from user names
- Passwords must contain at least 6-8 characters for SecurID users and 8 to 20 characters for all other user types
- Passwords cannot include words such as “morgan”, “chase”, “test”, “admin”, “password”, “jpmc”, “qwerty” and “yesterday”

Users are to confirm their identity by acknowledging their first name each time they log on, which will help further protect them against cyber fraud. The first name value is set by the security administrator upon creating that user profile.

J.P. Morgan Access requires users to change passwords on a periodic basis (i.e. every 90 days).Users may change their passwords at any point prior to expiration and security administrators may reset passwords prior to their expiration date.

Establishing entitlements

Passwords/IDs govern access to the banking portal. Product-specific controls are set at the client, account and user levels. The system provides flexible methods to customize user authorities through both individual assignments and entitlement user groups.

User setup methods offer you flexibility:

- **Clone:** Allows you to quickly and easily assign products, functions, accounts and group membership to a new user by cloning (replicating) the entitlements granted in the Manager administration menu from an existing user for all or select products.
- **Custom setup:** Provides advanced customization and lets you choose specific entitlements to products, functions, accounts and group membership.
- **Profile only setup:** This setup method enables you to establish user profile information without assigning entitlements. This may be the most efficient way if making use of the user group function.

Credential management

Our online portal offers features to simplify and streamline credential management. Rather than requiring security administrators to use a separate security administration app, credential services functionality is integrated into the Manager administration feature and allows you to:

- Perform self-service to order new security tokens and track the status of token requests
- Elect to use a software token that will enable users to generate a token code from their mobile device using the RSA SecurID® Software Token App

7. What is the bank's contingency plan for providing this information in the event of an unexpected bank system problem or natural disaster?

We have established policies and assigned responsibilities to verify that appropriate contingency plans are developed and maintained for each business area that supports J.P. Morgan Access. The intent of these contingency plans is to support the continued operation of critical systems in the event of a disaster, emergency or other unforeseen events threatening interruption of these systems.

For additional information, refer to Appendix 6 for our Business Resiliency Client Letter.

8. Does the bank offer electronic delivery of statements, reports, and notices?

Yes. You will receive electronic delivery of your statements, reports and notices on our online portal.

Online bank statements

Access bank statements of your accounts in a **timely and efficient manner** via secure internet delivery on J.P. Morgan Access. Benefit from receiving electronic bank statements that are **identical to mailed paper statements** within two business days after the statement cutoff date.

Bank statements include all transactions posted to the account including all checks paid by check number with paid amount. Online bank statements also include images of checks paid during the statement cycle. Correction entries made by the bank are also included on the statement.

Our online bank statements provide the City with the following benefits:

- Receive email alerts to notify authorized your users when the account bank statements are available for download
- Print and view a statement as it would be presented in its original paper form
- Search for transactions by opening the statement, and then clicking on the image icon next to the statement name to see an image of the front and back of the cancelled check
- Save and print the statement in PDF format, as well as export data to an Excel spreadsheet or in CSV format

Transmitted bank statement

Our statement transmission solution provides you with an automated transmission of your global, monthly bank account statements, via a secure host-to-host connection in the format of your choice.

Receive electronic statements directly into a statement archive, eliminating saving documents and paper copies manually. Choose from several format options: Excel, PDF and CSV.

Reports

The City can securely export reports and data from our online portal through the reports function to update your accounting, Enterprise Resource Planning (ERP) System and/or Treasury Workstation System (TWS). The following formats are available:

- BAI2
- MT940/MT942
- CSV
- ISO camt.052, camt.053, camt.054
- OFX

The City can also download data and save in Excel or PDF formats.

In addition, our online portal offers a scheduling facility feature that can automatically create the file(s) ready for onward integration with your accounting or ERP and/or TWS.

Notifications via our online portal

Our online portal offers a wide variety of customizable business critical alert notifications to save you time and make sure you do not miss anything.

Alert notifications are free and activation is easy. Your users are auto-subscribed to some notifications and can subscribe to others, depending on the notification types and user entitlements. Your users can elect to receive alert notifications via email and/or online via the Alerts Inbox.

Define, manage and view messages from anywhere in the online portal. For example:

- Set up alerts for when balances are above or below a preferred level, transactions/checks are available, or payments require your attention, with links to supporting detail
- Choose to be alerted to new items in your payments inbox that require action, such as transactions pending approval or see templates that have been modified
- Receive an alert when a scheduled report is complete

Options are available for users to specify the type of transaction, the account, amount range etc., and in this case, your users can opt to receive an alert notification whenever an outgoing payment above a pre-defined amount is posted to the specified account. Designate up to 25 users to receive email alert notifications; personal email addresses are not allowed.

Additionally, online Security Alerts are delivered automatically to help you identify any unauthorized activity on your accounts and online profile. You cannot unsubscribe from these alert notifications. However, you can specify the delivery method.

9. What are the administrative capabilities for staff to create user profiles, and grant rights to certain functions?

Your assigned security administrators maintain the City's security environment in our online portal using the online administration tools available in Manager.

Manager provides **simplified, self-service** administration capabilities. It's the security administrator's **one-stop-shop** for all administration functions. It all starts with the Manager **menu**.

Manager navigation

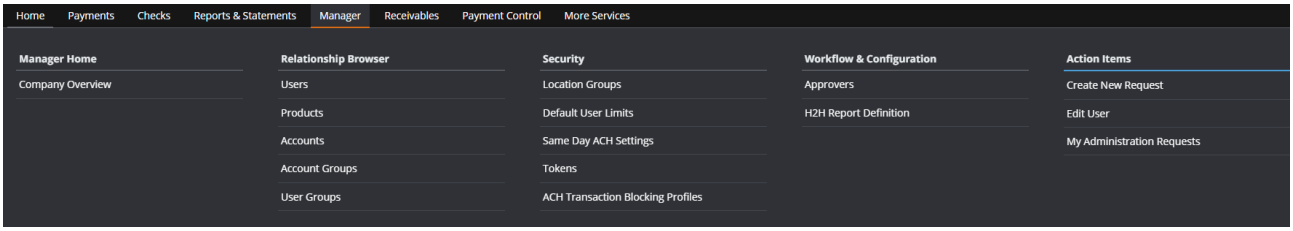


Figure 14

Manager menu options help security administrators take action. View your administration options in the main Manage menu including:

- **Manager Home** is where you access your Company Overview to view your relationship summary and navigate to common pages to view more detail, including accounts, products and users; additionally you can approve requests and initiate user management.
- **Relationship Browser** is where you can see relationships between accounts, products & users to understand your relationship structure and verify user entitlements.
- **Security** is where you set up location groups, default user limits and same-day ACH functions, as well as manage tokens.
- **Workflow & Configuration** is the place to select approvers, set up approval rules and categories.
- **Action Items** is where you create new requests and view and edit user details.

User entitlements

The City nominates your own security administrators to establish and approve users for accounts, services and functions using an online entitlement feature. As a standard practice, and to help the City maintain audit controls, a minimum of two security administrators are required for user setup and maintenance.

- One security administrator establishes users for accounts, services (e.g., ACH initiation, funds transfer initiation or balance reporting), and functions (e.g., reporting, transaction initiation and transaction approval or release).

- A second security administrator approves the user entitlements granted by the first security administrator.
- For each user created by a City security administrator, we establish basic authentication user IDs. Digital signature authentication IDs are established for users authorized for transaction initiation and administrative functions.
- RSA SecurID tokens are assigned by the security administrator to those users who need to perform digital signatures.
- Users log on to the portal to start the new user identification process with the secured information provided in a welcome email generated after the user was created and approved by the security administrators. The user validates their contact information, leverages a one-time pin and creates their own password.
    - This logon procedure, in combination with the acknowledgement and pre-established user entitlements, creates an electronic user profile that is employed for all J.P. Morgan Access communications with us. Each user's desktop view of the portal reflects the accounts, services and functions to which that user has been entitled.

Standard security administrator model

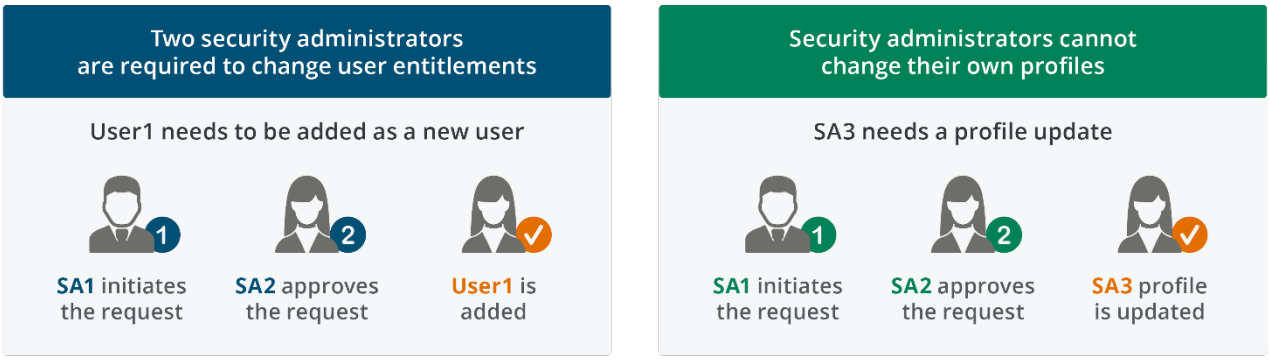


Figure 15

You can waive the requirement that a security administrator cannot make a change to their own profile providing that a second security administrator approves those changes.

Section L – Account Reconciliation

The City currently issues checks from the General and Payroll checking accounts and utilizes Full Account Reconciliation with Positive Pay services for its disbursement accounts.

1. **Does the bank offer Full Account Reconciliation Services with Positive Pay? If so, please describe the service including accepted methods for receiving the Positive Pay data and the format specifications for that data.**

   Yes, we offer full account reconciliation with positive pay and describe in detail below.

Full reconciliation

Receive a reconciliation of outstanding and paid checks, with the option of reconciling accounts by the week, month, fiscal or calendar year in a format tailored to meet your needs.

Provide detailed check issue data, including account numbers, check numbers, issue dates, dollar amounts and reference information (up to 15 bytes) for full reconciliation.

Choose how you wish to supply this data, in a file transmission or by upload or manual key entry to J.P. Morgan Access, as needed by the check activity in each account.

With check issued data, we perform a **full reconciliation of activity** in the account, delivering a reconciliation report package via the online portal. The standard full reconciliation package contains an account statement, balance sheet, paid and outstanding check listing, plus a summary including check number, issue date, amount paid and paid date.

Reconciliation reporting

View your reconciliation report package on J.P. Morgan Access within five business days from the close of a cutoff cycle. Download reconciliation reports in PDF and daily paid files in TXT format from the Recon Output tab in Access Checks.

Data Download

Use the Data Download feature of the banking portal to reconcile accounts or perform extensive research on check activity. Data Download allows you to download disbursement transaction detail information in a CSV or QuickBooks format file (QBO).

Transactions available for full reconciliation accounts include outstanding and cancelled check status transactions along with paid, stop payment and return transactions. Non-Full ARP accounts only have paid, stop payment and return transactions reported.

To meet your reporting needs, determine filters from these options:

- Account number
- Transaction status category
- Date paid
- Effective date

Each request is tracked and delivered in your inbox on the online portal.

With activation of reconcilement service, you incur a monthly maintenance fee on your account analysis statement.

Positive pay for checks

We provide positive pay services to help protect the City's accounts.

Why are checks so susceptible to fraud? Everyday access to scanners, printers, desktop publishing software, and other tools used to print and alter checks makes it easy to create fraudulent items —written on your bank account! It is just easier to perpetrate fraud on paper checks than electronic payment methods.

However, we can all be proactive. Our positive pay service effectively helps protect the City from becoming a victim of check fraud.

You simply send us your check issue files via transmission or the internet. Our J.P. Morgan Access internet delivery channel provides a foundation for secure and traceable communications between you and the bank.

IMPROVE

- Reconciliation timeliness and accuracy
- Access to detailed check status and images
- Dual control and segregation of duties for managing payables functions
- Control over your daily cash position

REDUCE

- Manual processes and related costs
- Resources allocated to payables processing instead of core business functions
- Exposure to potential payment fraud

We match checks presented on your account to those you have issued. If they don't match, we provide images of exceptions to you via our online portal. You instruct us to pay or return by the deadline.

Benefits of our approach to positive pay for checks

Review exceptions and check images and make pay/return decisions from one location using our online dashboard

Receive alerts to save time and increase efficiency by telling you when checks are ready for review or remind you of cutoff times

Disallow check posting without the need to review reports or make return decisions for depository or electronic debit only accounts

Control fraud, minimize exposure and maintain control over check payments

Stop losses with check fraud protection at the teller window at all Chase branches

Boost protection by screening all checks deposited at a Chase ATM

Verify payees and detect altered payee names with optional payee verification

Let us help prevent payment of duplicate or altered checks and minimize losses.

Positive pay—How it works

With positive pay, you provide us with a positive pay issue file containing check amounts, serial numbers, issue date, and payee name data. Simply supply issue data to us via file transmission, online upload or manual entry into J.P. Morgan Access. The deadline for you to submit manual entry or file upload via J.P. Morgan Access is 7:30 p.m. PT. The deadline for you to transmit check issuance files via direct transmission to the bank is 7:45 p.m. PT.

2. Does the bank offer Teller Positive Pay and Payee Positive Pay?

Yes. We offer both offer Teller Positive Pay and Payee Positive Pay.

Teller line positive pay—How it works

Teller line positive pay is the strongest defense available to prevent check fraud. Within one hour of receipt of the issue file, we update our teller line system. When a check is presented for payment at a Chase teller window, the teller system determines the validity of the issued check prior to payment. We deny encashment on any items not found as matching open entries on the issue file. Checks deposited at a Chase ATM are screened against the positive pay records.

Payee verification—How it works

We also recommend using positive pay payee verification to provide an additional layer of fraud prevention protection. For payee verification, you provide the bank with payee names in your check issue file transmission, online file upload or by manual entry on our online portal.

While positive pay matches the MICR information of your presented check to the issue file, payee verification takes the additional step of validating that the payee name matches issue file payee information. Our payee name review digitally interrogates the payee name and also looks for alterations or additions above, below or to the right of the payee name that would change the payee identification. Mismatched items are visually evaluated to eliminate digital interrogation reading errors, and remaining items are sent in the daily positive pay exception reporting for decisioning.

Our positive pay with payee verification

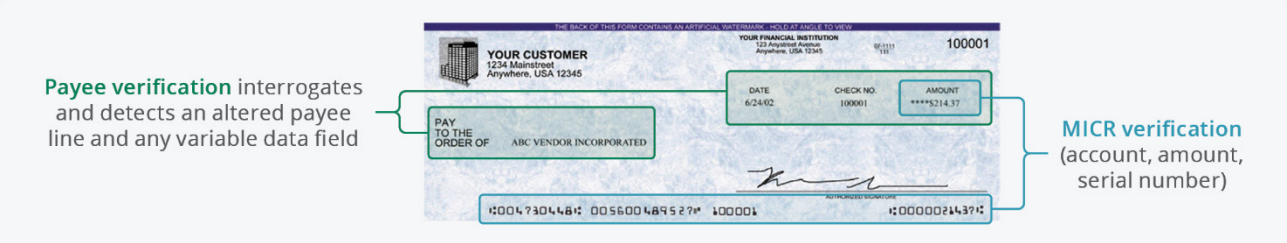


Figure 16

3. How are the exception items under the Positive Pay reported to the City?

Once submitted, daily checks presented are systematically compared against your positive pay check issue file. We review and scrub any exceptions to verify that there are no misencoded items. J.P. Morgan Access generates an exception report the next business day that identifies any mismatched or no-issue information on file items. A notification is emailed based on your defined email groups at the beginning of the following business day.

Using “PUSH” technology, J.P. Morgan Access provides a daily positive pay email notification that indicates accounts with exception items (or discrepancies) or a notice stating, “no items today.” Notification is sent by 11:00 a.m. local bank time and includes a link to the online portal’s Access logon page. Local bank time is defined by the account’s processing state.

4. What is the procedure and timeline for paying or returning exception items?

Your authorized users are provided the report of exceptions upon log on for pay/return decisioning.

Users simply click on the check number of each item to view front and back check images. They select the ‘pay’ or ‘return’ button for each item—or select the ‘pay all’ or ‘return all’ button—and then electronically submit the decisions to the bank. You have until 4:00 p.m. local bank time to notify the bank of your pay/no pay decisions. You receive an online confirmation indicating the submission was successful, which is saved electronically, or you can print it for future reference. This functionality requires no special software.

Optionally, receive a reminder email notification. If outstanding exceptions still require a decision at 3:00 p.m. local bank time, the bank sends out a reminder email notification indicating that the bank is awaiting a final payment decision. A default decision is applied to any positive pay exception item that is still awaiting a payment disposition by 4:00 p.m. local bank time. While the typical default is setup as return, you determine specific default parameters during implementation.

5. Does the bank provide online check imaging for exception items?

Yes. Our online portal enables you to use the internet to review digital images of all exception items and provide instruction to pay or return each item from a single page. The exception items report provides both a front and back image of each item. Payee name exceptions are conveniently delivered along with all other types of exceptions, so you are able to easily employ the most up-to-date fraud protection services. Email notification offers a convenient way to know when exceptions are available for review.

6. Describe the bank's check truncation service. Is online check imaging available for paid items? Deposit slips? Bank correction advices?

Yes. Images of all on-us transactions (paid checks, deposit tickets, advices/adjustments) and account reconciliation (ARP) reports are available via our banking portal. Check images and ARP reports are stored for 7 years (standard) with an option to extend retention up to 10 years.

7. Describe the bank's online stop-payment service and features. How long is a stop-payment effective?

Stop payment requests remain in effect for **one year** and can renew for an additional six years. To streamline the City's stop payment process, we offer the following options:

- **Internet:** Place stop payments online via the banking portal, either directly from within the "Stops" function or more efficiently by using the "Inquiry" function where the check numbers are validated against the issued items
- **File Transmission:** Send a stop (or revoke) payment transaction within the positive pay issue files, allowing stops to be processed in batch
- **Manual:** For back up, contact your designated CSA to assist in placing a stop payment

Online stop payment requests

When placing stop requests via the banking portal, the system searches 90 days of transaction history to identify if the check has been paid (extended retention periods are available) for payment requests entered manually.

If the check has been paid, the system reports the date the item was paid, and you can;

- Choose to continue to request the stop by clicking "enter" (e.g.: to prevent payment of a second presentment of an item with the same check information)
- Choose to cancel by clicking on the "cancel" button If you do not want to place the stop

Once the stop payment request is submitted appropriately, it will be processed within one hour. We provide confirmation online of successful placement of the stop payment request. Print or download details as needed.

Additionally, a **stop payment activity report** is available online. The final status of the item at the time the stop was placed is available on the activity report the following business morning.

8. The City is not currently making virtual payments, but please describe your capabilities, procedures, and costs for these programs.

Please see our response including PaymentWorks and virtual card.

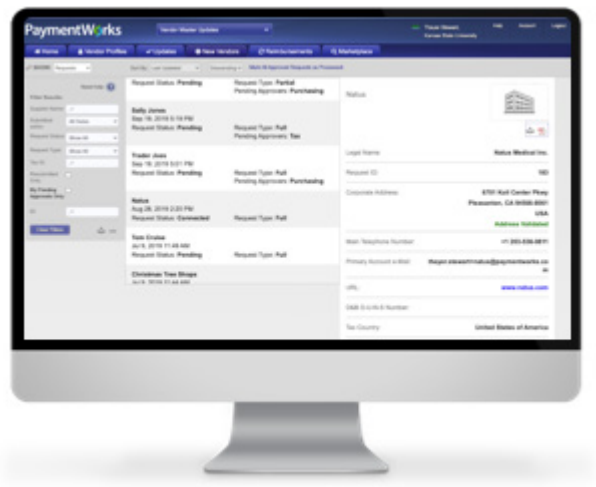
PaymentWorks

We select only the most innovative fintechs to complement and support our payment strategies. After a thorough vetting process, we chose PaymentWorks to work with for supplier identity management and validation. PaymentWorks enables a combined supplier management and payables optimization solution that is a dramatic and disruptive improvement over yesterday's inefficient, cumbersome model.

Forging relationships with payment processors and enablers increases the number of "monetization channels" we can offer your suppliers. Solving for the needs of specific suppliers ultimately grows monetized spend, resulting in **greater rebate and working capital**.

PaymentWorks is a platform that mitigates the risk of business payments fraud, reduces cost and automates the payee management process. Using PaymentWorks, your suppliers follow a simple registration process that includes self-selecting one of the payment methods you choose to offer (virtual card, ACH, check), which is then passed back to Finance Enterprise, Central Square. Your suppliers also use this self-service portal to update their payment information securely and monitor the status of their invoices.

PaymentWorks' digital supplier onboarding includes payment security monitoring and a supplier self-service portal all in one. Once you implement the PaymentWorks platform as part of your supplier onboarding and payments workflow, the City will no longer need to manually update supplier payment information for any of your suppliers—new and existing. PaymentWorks also verifies that each electronic ACH payment you disburse ties to a validated vendor and shifts the payment liability away from the City to cover domestic ACH fraud with indemnification of $2 million per occurrence.



With PaymentWorks' robust supplier identity verification tools, the City will have more secure, compliant and optimized business payments[1].

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Reducing ACH risk

To reduce the friction in supplier identity authentication and onboarding, and to address the growing fraud risk associated with this payment type, we suggest the City consider also leveraging our collaboration with PaymentWorks as part of your ACH payment strategy.

Managing your suppliers can be time consuming, costly and stressful. It increases your layers of administration and can expose you to compliance and tax risks, as well as payments fraud. PaymentWorks helps protect against business-to-business (B2B) payments fraud, provides tools to support regulatory compliance and delivers supplier payment optimization.

With PaymentWorks, you receive:

- **Risk transfer for fraudulent business payments.** All supplier types onboarded via the platform are assessed for payments fraud risk. All domestic ACH payments made to suppliers who have been risk assessed are covered by the $2 million fraud warranty[2].
- **Time savings** and **increased efficiency** by having PaymentWorks automate manual tasks, like Supplier Master Request Forms, W-9s, sanctions checks or answering invoice status questions.
- **Compliance risk mitigation** via continuous sanctions monitoring, auditable approval and submission trails and the collection of insurance, conflict of interest and diversity documentation.
- **Increased automation** with efficient, electronic and secure supplier onboarding.

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Gain benefits with PaymentWorks

Once you implement PaymentWorks, you will no longer manually update supplier payment information for any of your suppliers—new or existing. With PaymentWorks' robust identity verification tools, the City will reduce risk exposure to payments fraud scams, compliance issues and manual mistakes.

PaymentWorks automatically reviews all supplier and payment information to verify you're making accurate payments to your intended beneficiary. Additionally, PaymentWorks:

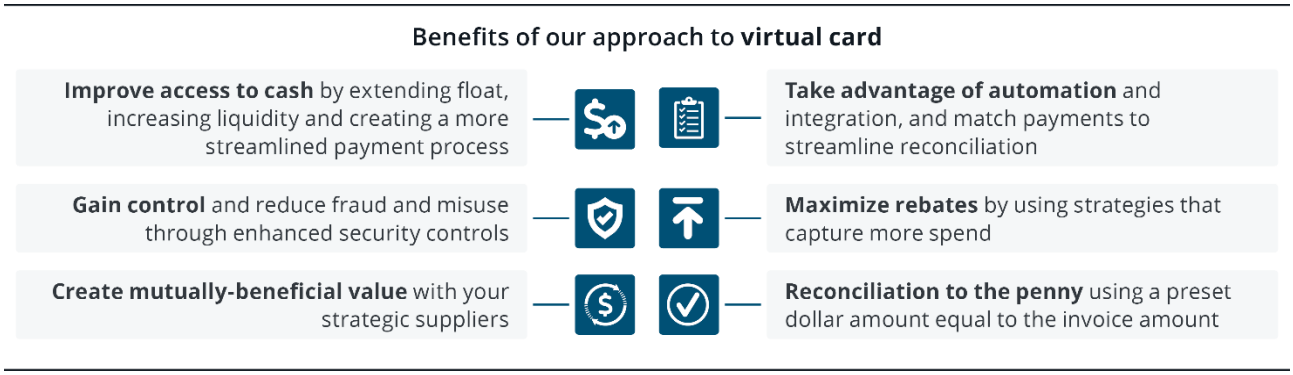
- Provides indemnification for all domestic ACH payments made to suppliers on their platform, with up to $2 million per fraud occurrence
- Continuous sanction lists monitoring
- Establishes internal and external compliance requirements for your suppliers (e.g., diversity certifications, insurance certificates with automated notifications of expiration and Conflicts of Interest attestation)

- Eliminates the need for the City's staff to update supplier bank account information via phone or email or have it visible/stored in the ERP
- Eliminates collecting paper, e.g., Supplier Master Request Forms, W-9s, bank account documents
- Provides an auditable onboarding and approval log for each input and change of supplier data

Virtual card overview

We offer a single-use, multi-authorization, electronic, credit card-based payment method to help the City more efficiently manage payments, reduce costs and transform traditional areas of expense into potential revenue generators.

Gain the flexibility, float and rebate of a purchasing card coupled with powerful payment controls, anti-fraud and reconciliation features of virtual cards.



Virtual cards are equal to the approved payment amount. There is just **one account per payment** to help make sure the merchant only has access to approved funds for a specific payment.

Virtual card reconciliation is based on **matching four key elements** of purchase payments to transactions: account number, validity dates, dollar value and merchant category code (MCC). When these items match, reconciliation occurs automatically, and you gain further efficiencies by integrating into your Finance Enterprise, Central Square system.

Section M – Daylight Overdraft Protection

The City currently requires daylight overdraft protection.

1. Describe any issues, concerns, and charges associated with the use of daylight overdraft facility.

Recognizing a client's credit standing, an appropriate intraday credit limit will be made available to make sure your transactions flow smoothly and efficiently through our systems. This limit is electronically verified by our Funds Transfer Balance Control System. Payments within the limit, plus the current cash position in your account, will instantly flow through to the appropriate execution mechanism.

Ifa payment takes your account balances over the intraday limit, we store the transfer electronically and refer it to a funds control officer for approval. If we receive covering funds while storing the payment, the transfer is automatically released without manual intervention.

One important feature of our system is the ability to group designated accounts together into a single relationship for intraday credit purposes. This provides for the release of payments when the total balance and intraday limit in your grouped accounts is sufficient.

2. Will the bank guarantee payment of all the items even if it results in the account being overdrawn temporarily for the day?

Yes, payment will occur even if it results in the account being overdrawn temporarily for the day.

We establish an intraday limit and describe our process below.

Considering the established credit standing, an appropriate intraday credit limit is made available to make sure your transactions flow smoothly and efficiently through our systems. The limit is electronically verified by our Funds Transfer Balance Control System. Payments within the limit, plus the current cash position in your account, are executed.

Should a payment take your account balances over the intraday limit, the transfer will be stored electronically and referred to your funds control officer for approval. If covering funds are received while the payment is stored, the transfer will be automatically released without manual intervention.

An important feature of our system is the ability to group designated accounts together into a single relationship for intraday credit purposes. This provides for the release of payments when the total balance and intraday limit in your grouped accounts is sufficient.

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Section N – Merchant Bankcard

The City currently accepts Visa, MasterCard, Discover, and American Express credit and debit card payments. The City currently has six (6) merchant locations or I.D.s accepting payment for the City for services. The City prefers a single point of contact for technical issues, configuration changes, upgrades, maintenance, and troubleshooting for any merchant bankcard issues.

1. Please describe the bank's Merchant Bankcard and Point-of-Sale processing capabilities.

Merchant Services is a trusted industry leader in payments processing and a critical line of business under our J.P. Morgan Payments group, helping clients optimize, grow, simplify and protect their payments. More than 4,000 Merchant Services' employees help organizations like the City implement and advance more secure and efficient payments programs that matter most to your customers, while establishing an optimum processing environment to help you streamline operations and optimize the cost of doing business.

Our market leadership is more than just numbers. We actively participate in industry and regulatory initiatives, and we are a leading institution in the development of international industry standards. We hold important positions on committees that shape the course and direction of each market where we provide customer payment solutions and pass the benefits of this influence and experience on to our clients.

Our global merchant processing volume for 2024 was more than $2.58 trillion and comprised of clients across a broad range of industries, segments and locations. Our proprietary platforms enable us to offer the City integrated solutions for all major payment types – from credit and debit processing to digital, alternative and mobile payment options. We support a variety of point-of-sale and card-not-present environments while providing security and reliability and a full spectrum of payments services we can tailor to meet your objectives

2. Please describe your reporting methodology and how adjustments and chargebacks and other debit adjustments are netted from daily proceeds. Are they debited from daily proceeds or debited separately? Is the discount fee refunded when a chargeback or refund occurs? What is the rebuttal process?

This is dependent on your set up, we usually debit disputes/chargebacks from your main operating account but can debit them separately from your daily funding credits. We process debit and credit card disputes/chargebacks and other debit adjustments during the daily settlement process.

We support referenced refunds, but they are treated as stand-alone, distinct transactions, therefore transaction fees apply. Refunds receive interchange credit determined by the payment brands on how the refund qualifies, but not necessarily at the rate of the sale.

For a customer-disputed chargeback, you may choose to provide a rebuttal letter or respond with other documentation within the chargeback solution. The payment brands require certain documentation, with which your chargeback analyst can assist. You also have access to a reason code user manual if needed.

You must respond by the "Due Date" printed on the dispute/chargeback documents or as shown in our chargeback solution.

3. When and how will the City receive funds for each day's transactions? Are settlement amounts listed separately on the bank statement or will they appear in one lump sum? Will the bank break out settlement amounts by merchant location?

Funding occurs based on how you configure your company level at setup. You may fund at the company level or designate one or more business units (BU) under the company level where funds transfer instructions (FTIs) are established. The number of allowed DDAs for funding will depend on the company level structure.

Net settlement clients will designate a single DDA, while gross settlement clients may designate up to five DDAs. Net settlement clients are eligible for next business day funding when they settle to a J.P. Morgan DDA. Gross settlement clients may also be eligible for next business day funding when they designate the same J.P. Morgan DDA for all deposit and fee debits. Next business day funding is not available when multiple bank accounts are selected within the funding categories. Deposits can be made by funding category (i.e., deposits, fees, chargebacks, financial adjustments). Each category can be funded separately or netted into one or several separate amounts. Deposits can be made individually by merchant number or can be rolled up by chain. We send these transfers individually, but it is up to each merchant bank's reporting as to whether or not the individual transfers are separated.

4. What is the cutoff time for card transactions?

Next business day funding is available if you have a J.P. Morgan DDA, with all transactions received by our 8:59 p.m. PT cut-off settlement time sent to your bank for value as defined below; transfers on bank holidays occur one business day later than normal. This late window allows access to Visa, Mastercard, and debit funds that are deposited into your J.P. Morgan account by 6:00 a.m. PT on the next business day (i.e., excluding weekends and bank holidays); Saturday and Sunday settlements are funded Monday. Gross settlement clients must designate the same J.P. Morgan DDA for all funding categories to be eligible for next business day funding.

If you do not have a J.P. Morgan DDA, our cut-off settlement times are 10:00 a.m. PT and 2:00 a.m. PT. Our window of 10:00 a.m. PT allows for access to Visa, Mastercard and debit funds that we deposit into the bank of your choice the next business day. Our deposit window of 2:00 a.m. PT allows you to submit 'whole day' processing at one time for funding the following business day. Separate funding is provided, according to the chart below, if we receive multiple settlement files within each settlement time. Saturday and Sunday settlements are grouped with Monday's settlements for transferring funds to your bank account(s).

You may send all card types in one file; there is no need to send separate files for non-bank card transactions. Non-bank card deposits are electronically conveyed for settlement to the appropriate company, and you receive payment directly from that company. Funds will be electronically deposited into the account(s) specified by your organization via ACH transfer. Based on your contract with American Express, and your processing agreement with J.P. Morgan, American Express transactions can be settled through us or conveyed.

Our reports break out each day's deposits, fees, chargebacks, etc. in detail, including Saturday and Sunday. Our multibank account system allows you to choose one or many bank settlement accounts in one or many financial institutions. Each merchant number you establish is linked to a specific bank settlement account.

J.P. Morgan DDA* clients		Non-J.P. Morgan DDA clients	
File to Merchant Services	**Client credited via ACH ****	**File to Merchant Services**	**Client credited via ACH**
8:59 p.m. PT	6:00 a.m. PT	10:00 a.m. PT	Next business day
	Next business day	2:00 a.m. PT***	Next business day

*The designated settlement account for merchant funds must be a DDA with JPMorgan Chase Bank, N.A.

**Funding day is calculated based upon the day and time the settlement file is received

***Preferred settlement time for “whole day” processing

5. The City has purchased three (3) credit card terminals. Can the bank supply the City with additional terminals if needed? We are currently using FD150 and Clover, is this equipment compatible with yours? If the current equipment is not compatible, please provide pricing for the required new equipment.

No, FD and Clover terminals are proprietary terminals that are not compatible with J.P. Morgan.

We sell point-of-sale equipment through our vendor or the City may opt to obtain point-of-sale equipment that is certified to our network from a third-party vendor.

Class A terminals that are actively sold, certified and supported by us include:

- Ingenico Android: DX4000 (IP/Ethernet only) $399 per device and DX8000 (WiFi/4G only) stand-alone terminals $499 per device

6. Is the bankcard relationship managed by a separate unit of the bank, or by the Account Relationship Manager? Please briefly describe the structure of this program.

You will have one team working to support your overall financial needs, understand your current objectives and provide a strategic approach to solving your challenges. The team will recommend comprehensive solutions, allowing you to maximize efficiencies across your entire commerce cycle.

Your relationship team will work closely with your Banker, Veronica Villasenor and your Treasury Manager, John Wacaster, to support the City throughout your journey, understand your current objectives and provide a strategic approach to solve your challenges.

7. When and how are the merchant fees charged to the City? Can this fee be paid through account analysis? Is tiered pricing available?

The current pricing structure is for daily discount; however, other options exist but require review and approval and may incur an additional fee.

8. Is reporting information available online? What is the fee associated with this service? Is a "corporate level" view available to see all the merchant accounts?

Our reporting solution provides 24/7 access to your payments processing data (e.g., front-end point-of-sale and back-end reconciliation data). Generate, view, print and export a variety of summary, detail and trending reports on a daily, weekly and monthly basis, including financial and transaction and portfolio-based detail, retrievals and chargebacks, and customized analytical summaries. Download data files and select from a broad variety of standard reports to suit your documentation needs, all to help you effectively manage your payments processing data, review deposit activity to improve cash flow, and view and analyze payment data efficiently for cost savings analysis.

Our reporting solution offers numerous standard features, including secure access with card masking. Administrative tools allow you to create and remove users and change user entitlements for reports and modules. The Bank Lookup capability allows you to search for card issuing information to assist in research, and the Merchant Search capability helps you find locations within your hierarchy. Tailor the reporting tools and filters per your user preferences that make the most sense for your organization. User guides and tools are also available online to help get your users up to speed.

The following modules of our reporting solution offer you a host of features and capabilities:

Chargeback Management System module: Use this interactive module to manage items such as disputes/chargebacks and retrievals online. View and immediately respond to inquiries, disputes or accept disputes/chargebacks, and fulfill retrieval requests. Respond to us using an email address, a scanned sales receipt or other documentation, or a combination of both.

Instant Alerts module: Receive Instant Alerts via email notifying you of potential financial risks from card payment exceptions or special conditions (e.g., multiple disputes or chargebacks, repetitive high-volume card usage). We continuously review your payments processing data for triggered exceptions and special conditions based on thresholds you set. Timely notification of these types of issues through Instant Alerts gives you the opportunity to correct them immediately and focus on locations that may require procedural changes, helping you save time and reduce expense and resource costs.

Virtual Transaction Manager (VTM) module: Gain real-time access to your front-end point-of-sale, batch and transaction data so that you can view transactions within seconds. VTM offers summary and detail reports, as well as the ability to search for transactions meeting certain search criteria. You can view data at a merchant or higher hierarchy level, specify date ranges and other applicable criteria, and view results quickly. Available reports include All Transactions, Batch Summary (batch and transaction detail), Card Type Summary, Suspense Batch Summary and Transaction Search.

Recon Solution module: Access comprehensive reports to support your reconciliation, research and analytical needs. Quickly view deposits, batch activity, transaction detail, card totals, qualification information, funding data, processing fees, adjustments, retrievals and chargebacks, authorization detail, and statements online. Available reports include:

Recon Solution reports

- All Transactions
- Authorization Search
- Batch Exception
- Batch Summary
- Card Number History
- Card Number Search
- Card Type Analysis
- Card Type Summary
- Card Type Summary by Merchant
- Debit Adjustments
- Debit Card Analysis
- Debit Monthly Card Analysis
- Denied Reversals
- Deposit Rejection
- Deposit Rejection Analysis
- Dispositions
- Dispositions Analysis
- Exceptions Summary
- Expired Retrievals
- Financial Adjustments
- Fulfilled Retrievals
- Hierarchy Structure
- Location Search
- Non-Qualified Transactions
- Online Statements
- Outstanding Retrievals
- Private Label
- Qualification Search
- Qualified Transactions
- Recap Summary
- Re-presentments
- Reversals
- Reversals Analysis
- Settlement Fees Detail
- Settlement Fees Summary
- Settlement Summary Select
- Summary of Fees

Figure 17

9. What portal/program will be used for front-end and back-end operations?

Please refer to our response in question number 8. above

10. Do you offer an implementation credit for purchasing equipment, scanning devices, and credit card machines if our equipment is not compatible with your system?

No, a merchant services implementation is not included in this pricing proposal.

11. Please explain your rate increase policies. Can the rates be fixed for any period during the City's Agreement?

Merchant services pricing is confirmed for the length of the Agreement. Card brand interchange and assessments will be passed thru to the City at cost.

12. What payment gateway platforms are accepted or provided?

Our clients benefit from the flexibility and convenience that our relationships with third-party service providers offer. From terminal hardware to gateway technology, hundreds of technology providers are certified to us. In addition, we closely collaborate with certain industry service providers, so our clients have access to a variety of available resources when building their processing environment. We would be pleased to work closely with you to review any e-commerce platforms you may be contemplating and ensure the best-fit path for payment acceptance is ultimately implemented.

13. What is your involvement with maintaining PCI compliance?

We support the City by assisting in the clarification of PCI DSS requirements. We act as the liaison between you and the various payment brands' security programs. We also host conference calls and client meetings/training, as needed. These training sessions serve to educate OSU about cardholder data security requirements and payment brands mandates for compliance to PCI DSS.

As a founding member of the PCI SSC Board of Advisors, we continue to serve your interests, as a participating organization member and liaison to the PCI Council. We further facilitate discussions with the Qualified Security Assessor (QSA) and payment brands representatives surrounding accelerated compliance strategies and risk mitigation techniques. We frequently publish awareness bulletins and articles to update you on new technologies, training opportunities, regulatory changes and emerging fraud/compromise risks. Additionally, we provide PCI DSS compliance resources at: https://merchantservices.chase.com/support/protect-your-business/datasecurity.

The following are links to the data security programs of the Visa, Mastercard, American Express, Discover and the Payment Card Industry Security Standards Council's (PCI SSC):

Organization	Program name/link
Visa	Cardholder Information Security Program (CISP)
Mastercard	Site Data Protection and PCI – Mastercard
American Express	American Express – Data Security
Discover	Credit Card Security – Discover Card
PCI SSC	PCI DSS, PA-DSS

Section O – Purchasing Card

The City currently has a purchasing card program in place for employees to make various types of purchases and incur expenses for City-related business.

1. Provide an overview of your purchasing card program and its features.

We offer several Commercial Card solutions and highlight them at-a-glance below.

Whether it be traditional plastic cards for procurement and travel expense or advanced payables solutions like virtual cards, let us design the optimal program solutions to help the City transform your business.

Commercial Card solutions

	Purchasing Card **Plastic and cardless (ghost) payment solution** • *Reduce costs*: Increase efficiency, streamline processes and reduce costly manual processing on low-value/high-frequency spend • *Enhance control*: Enhance employee convenience with spend controls and added visibility to promote policy adherence and minimize misuse • *Realize gains*: Create potential for rebate revenue and cash flow optimization
	Corporate Card **Plastic travel and entertainment payment solution** • *Empower travelers*: Empower business travelers to make purchases within the limits and boundaries set by the organization • *Improve convenience*: Take advantage of broad acceptance at millions of locations worldwide and increase spend capture • *Increase visibility*: Level III travel data is available within PaymentNet (if passed by the merchant) for display and reporting to allow for spend visibility and policy monitoring.
	One Card **One solution to manage multiple types of spend** • *Simplify processes*: Simplify program administration and place essential program functionality at the fingertips of your users • *Enhance control*: Greater employee convenience and streamlined purchasing control with one card to carry and one set of spend controls • *Aggregate spend*: Aggregate spend capture as you consolidate the rebate revenue stream for optimal earning potential

Commercial Card solutions

Virtual Card

Virtual, electronic single-use payables solution

- *Automate control (to the penny)*: Automate higher value spend requiring accounts payable control or "one-off" transactions
- *Get it all*: Receive the benefits of a Purchasing Card with the controls of a check (payee, date, amount) and the efficiencies of ACH
- *Realize gains*: Take advantage of earning rebate revenue, extending float, increasing liquidity and streamlining the payment process

Leverage the experience of a market leader

What does that mean to you?

It means we provide you with proven solutions and time-tested features tailored to your complex needs—regardless of the size of your program, range of spend, specific business challenges, goals and technology.

Being one of the most strongly capitalized bank-holding companies means you benefit from our flexibility to pursue technology enhancements and capital investments into new products and services, to continually seek **innovative concepts** and ways to increase operating efficiencies.

Leverage our consultative approach at all stages of your program

Our consultative approach means we are relationship focused. We design, implement and manage a solution to meet your needs, subject to your approval.

From implementation to ongoing support, dedicated in-house implementation helps you get started and in-house service provides ongoing client care to help solve problems quickly.

We begin by taking the time to learn more about the issues that confront your organization each day, your processes, how these processes work, and what you are trying to achieve.

Once we have assessed your needs, we recommend the program that works for you to enhance control, simplify payments and optimize cash flow.

Leverage our specialists to optimize your payment strategy in areas of:

- Industry benchmarking
- Program communications
- Program consistency
- Spend segmentation analysis
- Program value quantification
- Supplier recruitment

Leverage our scale

With one of the highest acceptance rates in the industry, we put the convenience of you and your cardholders first. We can help you drive adoption and capture more spend, using our large supplier network, extensive recruitment experience and broad base of acceptance.

Capture scale from a payments leader and engage J.P. Morgan Commercial Card Solutions to earn more rebates, drive operating efficiencies and enhance control.

2. Does the bank offer a purchasing card service? If so, please describe the service.

Yes. Streamline and simplify your payables process with our Purchasing Card.

Better value with Purchasing Card solutions	
	Identifying opportunities to improve your efficiency • Increase rebate revenue with spend • Manage cash flow via accelerated payments that increase float • Gain greater insight into supplier consolidation opportunities due to enhanced spend visibility and increased leverage with vendors in price negotiations
	Achieve efficiencies • Save time with reduced manual processes for low-dollar, high-frequency spend • Integrate Purchasing Card with your enterprise resource planning (ERP) system to consolidate visibility into payment data • Implement transaction and/or velocity spend controls to reduce time spent on monitoring adherence
	Improve the employee experience • Connect cardholders with easy access to user-friendly online and mobile solutions • Provide cardholders with tools like receipt imaging and automated allocation to improve reconciliation • Render clear insight to cardholders by providing transparent guidelines, control and usage at their fingertips • Offer the convenience of global acceptance • Offer onshore global cardholder customer service support 24/7
	Enhance supplier relationships • Reduce disputes over late and/or delayed payments • Lower carrying costs

Increase control over the purchasing process

Improve your program with increased control over your purchasing process.

Our proprietary PaymentNet software provides you with detailed financial system mapping, precise front- and back-end controls, web-based program management functions, automated alerts to flag potential non-compliance, and reports to help verify supplier rates and usage.

A wide range of spend reports help you be more productive with accurate transaction data for more reliable financial reporting.

3. Please detail all the fees associated with the service and/or any rebate available with the program.

Refer to Appendix 9 for our Commercial Card Consortium pricing.

4. How often are the statements and reports available to the City? Is the reporting available online?

Statements are available for viewing within two business days after the billing cycle ends.

Use PaymentNet's online statement functionality to view statements. Cardholder access to the online statement feature is granted by the City's program administrators.

Billing cycles and payment terms

We offer a wide range of billing cycle closing dates, allowing the City to select the date that is most appropriate for your calendar. This date can vary for each subsidiary that has its own accounting system.

Billing runs on a 30-day cycle with payment due 14 days after the end of the cycle for Purchasing Card and 25 days after the end of the cycle for corporate (travel) cards.

PaymentNet reporting helps you manage your program

Our proprietary PaymentNet system provides the tools and information for the City to effectively manage your commercial card program activity. PaymentNet reports all data passed by merchants at the point of sale.

We develop PaymentNet reports based on best practices and actual client usage to make them effective, practical and convenient.

PaymentNet feature	How you benefit
A library of reports covering key operational categories	Meet common program needs with reports categories of accounts, administration, cardholders, merchants, and transactions, as well as in-depth reports if you use our virtual cards
Options for generating reports on-demand or on a pre-set schedule	Create daily, weekly, monthly, by cycle, quarterly and annual reports in real time or set up reports for automatic generation based on your goals
Tools to tailor reports	Use filters and queries to refine report information and yield the precise details to meet specific objectives, provide to special audiences
Flexible output formats	Download for further analysis or archive reports in Excel, PDF and CSV format and print copies as needed.
Email notification	Set up notification via email when a report is ready to view or download
Information access 24/7/365	Simply use a secure web browser (e.g., Firefox or Chrome) and enable JavaScript and cookies for authorized users to virtually access their PaymentNet accounts and reports

5. Is there an interface available to download cardholder purchase information, either in an Excel format or directly to the City's accounting system?

PaymentNet displays all information provided by merchants at the point of sale, including level II and level III detail. The City can download transaction data from PaymentNet to your ERP system daily.

Data collection process flow

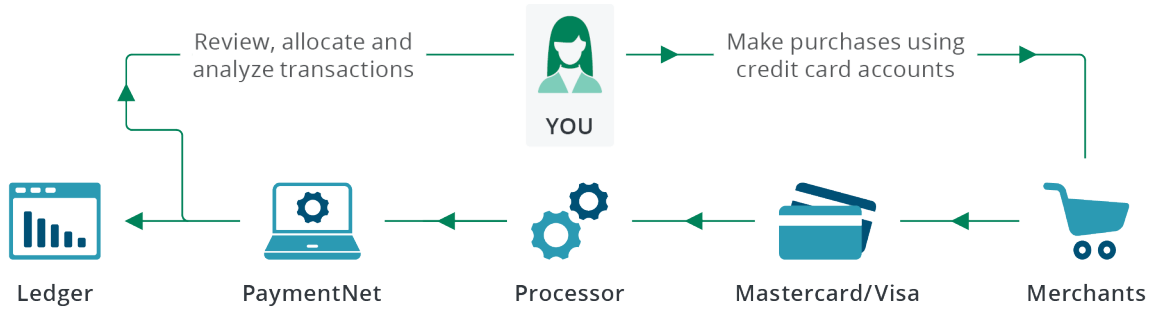


Figure 18

We offer several file feeds customized for accounting software packages, as well as a range of data transfer options, including SFTP, XML and HTTP over TLS.

After downloading your transaction data, the City can have it sent directly to your ERP system or to your PaymentNet user interface. You select your file transmission method during implementation. Transaction data will remain in the PaymentNet user interface until a user manually downloads it to your system. Files within the PaymentNet user interface are available for 365 days and can be deleted as necessary.

Mappers

We have extensive experience in mapping commercial card data. Our flexible technical integration capabilities will allow the City to import your transaction information into your ERP system daily, weekly, monthly or by billing cycle.

We offer three file options to fit the needs for data formatting: a standard transaction file, a flex mapper utility and an internal development tool called the Data Extract Utility (DEU). The standard transaction file and flex mapper allow clients to run files without additional assistance from us, while our DEU is available for clients with more extensive or complex requirements.

Standard transaction file

Our standard transaction file allows the City to load data into your systems without additional assistance from us.

This static, tab-delimited file is available within the PaymentNet user interface and contains more than 700 data elements, giving you access to a wide range of details, including transactions, merchants, chart of

accounts (when applicable) and reporting hierarchy. If merchants have passed level III or enhanced data with transactions, that information is also included in the file.

This file option is available through the user interface and may be created and generated through the mapper utility. We also provide technical resources and a developer's guide to help you easily map data elements.

Flex mapper

Our flex mapper offers 90 data elements (65 standard data elements plus custom fields created by the user, up to the maximum of 25 custom fields), making it most useful for clients that require only basic transaction information.

Like the standard transaction file, the flex mapper allows the City to build and maintain files without assistance with files available through the PaymentNet user interface. The flex mapper also allows you to determine which elements are exported, the order in which they are arranged and the file format.

This file option is offered at no additional cost, and our PaymentNet user guide helps you easily use the file and see which data elements are accessible with this method.

Data Extract Utility (DEU)

Our DEU was developed for clients requiring more extensive capabilities than those offered by our flex mapper. With the DEU, the City can develop file specifications that we will build and deliver at no additional cost.

The DEU allows for output fields to be grouped together, calculated fields and counters, and a vastly expanded range of data elements, including transaction, order and account elements. Level III data (as well as most data displayed in the PaymentNet user interface) may also be accessed with the DEU. Additionally, the tool offers a broad choice of formatting and file output options.

6. Do you provide an online application to review/approve procurement card transactions and to manage other aspects of the program?

Yes. We offer the City PaymentNet, our fully hosted online solution that requires no client-side software and is accessible from virtually any secure internet browser.

Streamline program management

Automate administration of your card program, simplify cardholder tasks and streamline account reconciliation with PaymentNet.

Be more efficient with the right tool	
	No software to install or maintain • PaymentNet's web-based solution means nothing to install • Our fully-hosted system means we take ownership of hardware platform needs, not you • Access PaymentNet on the go with our mobile website—great for cardholders, too
	Handle everyday tasks more quickly and efficiently • Access key information, address core tasks and make payments directly from the home page • Make real-time profile changes, adjustments of account controls • Reduce the need for repetitive manual effort with mass updates
	Monitor, analyze and report on your program spend–your way • Design custom reports to fit your needs--or choose from standard report options • Save time and schedule reporting to run automatically • Create and save report queries in a way that meets your needs
	Create hierarchy structures that meet your business needs • Save time and establish defaults to simplify reporting and transaction approval • Built-in hierarchy support gives authorized personnel access to a wide range of administrative options • Hierarchy structures allow cardholders to benefit from convenient, self-service features
	Set controls with real-time adjustments to promote adherence to expense policy • Enforce spend policies before a transaction is even initiated • Limit unauthorized usage while still giving employees exceptional flexibility • PaymentNet puts you in control, from the cardholder to the program administrator to the auditor
	Gain greater transparency and insights into your program spend • Minimize manual tasks while increasing administrative speed and accuracy • Provide transparency and accountability to management with a full range of audit trails • Get the information you need to enable you to break down and analyze your program spend
	Use a one-step, paperless process to capture the entire card application • Manage each step online—from card application to approval to card request within PaymentNet • Give program administrators full traceability and cardholders online status of their application • Save more time by establishing user access roles for each account during card issuance
	Upload data to your general ledger to streamline the posting process • Populate your general ledger as often as needed, automatically with the latest transaction data • Specify different record types, order and sorting based on your system requirements • Eliminate time-consuming manual input of data into existing general ledgers

Maximize control—put essential functions at your users' fingertips

Get features and functionality not confined to the standard (and often limited) functionality of third-party reporting tools.

Experience a new level of efficiency and control with PaymentNet

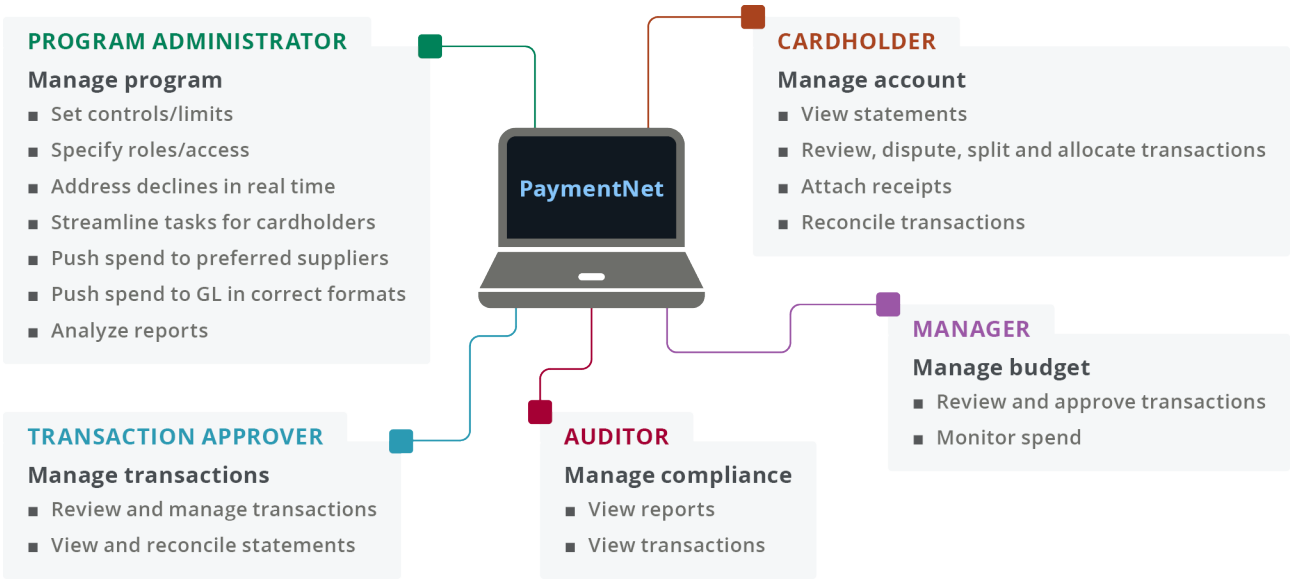


Figure 19

Simplify account management

Appreciate the user-friendly, intuitive navigation developed by the **largest** U.S. commercial card bank issuer (Nilson Report, Issue 1263, May 2024).

Stay current with a snapshot view of your program

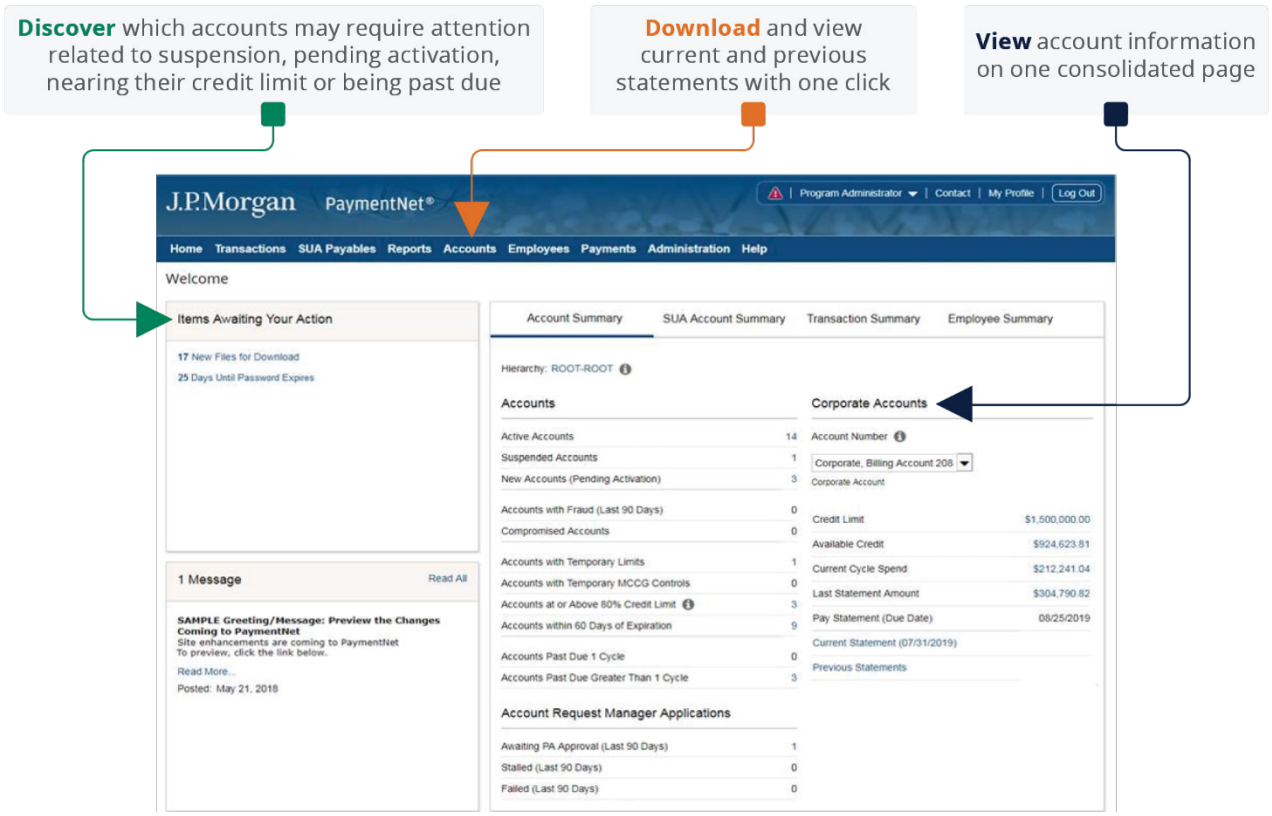


Figure 20

Screenshot is for illustrative purposes only. Some features of the dashboard may not be visible depending on the organization and hierarchy settings.

We offer PaymentNet at no charge. To help you get the most out of PaymentNet, we provide comprehensive training for your program administrator, as well as a variety of training options and materials for cardholders and other users.

Your valuable data is protected through industry-proven Transport Layer Security (TLS) encryption technology. All sensitive data is masked, the login process is password protected and security access levels can be configured to help make sure that only authorized City personnel have access to critical information.

7. Does the online application allow employees to enter accounting codes for transactions and attach supporting documentation such as receipts?

Yes. With PaymentNet, the City manages reconciliation by assigning default accounting codes, then reallocating or splitting transactions. When reconciliation is complete, users can simply mark transactions as reviewed and submit them for approval based on rules you establish.

Assigning default accounting codes

PaymentNet's custom accounting code system can imitate your existing system, allowing the City to define your accounting code segments. The segments can also accommodate multiple codes within each segment.

Once your codes are set up in the system, PaymentNet will automatically attach default accounting codes to each transaction based on transaction defaulting rules for employee, hierarchy, merchant, MCC, account or customer code. Each accounting code has a flexible number of alphanumeric characters, giving you the flexibility needed to accurately and easily allocate transactions.

Default accounting codes

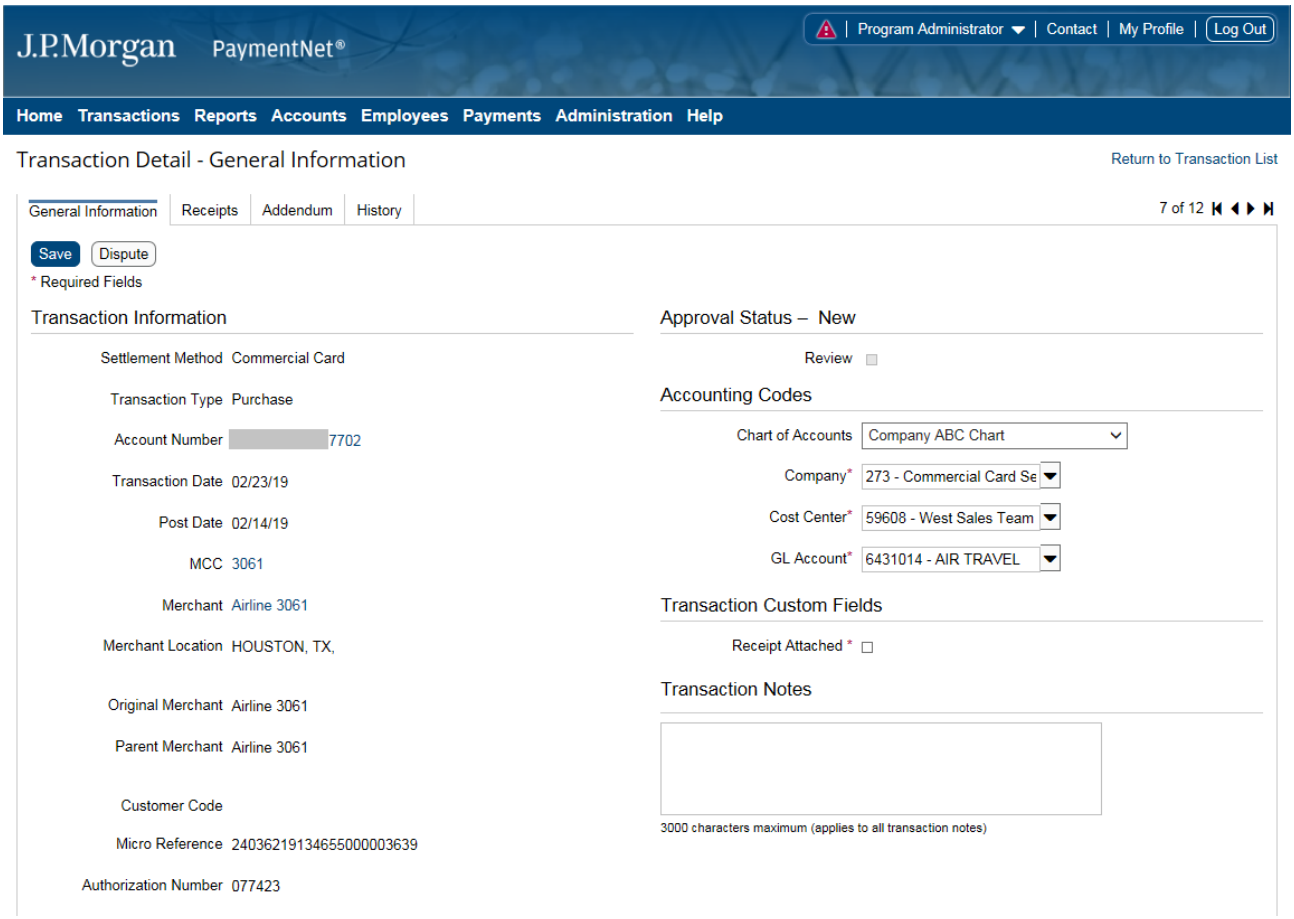


Figure 21

Default accounting codes are automatically attached to transactions in PaymentNet.

Reallocating transactions

Within two business days of merchant posting, PaymentNet users access transactions, edit chart of account segments and custom transaction field(s) attributes before downloading data into the City's general ledger.

As users review the information, each transaction is shown with pre-populated accounting codes. Users manually allocate accounting codes by free-form input or select the appropriate code from a drop-down menu. The accounting codes displayed within the menus are appropriate for each user based on the user's role in your hierarchy.

The City's managers, auditing teams and program administrators benefit from being able to effectively monitoring which transactions have been edited, viewed and approved.

Splitting transactions

Users can split transactions up to 99 times among accounting codes. PaymentNet's Transaction Allocation report tracks how each transaction is being split among cost centers. Your program administrator and managers can use the report to confirm that charges are being reassigned to the correct accounting codes.

Receipt imaging

Our receipt imaging feature lets users scan and upload or fax receipts into PaymentNet and associate them with transactions for easy reference and retention.

Cardholders attach receipts to their transactions and program administrators receive a daily bulk export file of the uploaded receipt images.

Receipts can be associated with reference data such as a description, the receipt date and the amount.

Once a receipt is uploaded, the information can be viewed and downloaded via a link next to the transaction. Multiple receipt images can be downloaded in one action. You also have the option to receive a file transmission daily containing all receipt images that were uploaded the previous day.

The images are available online for **24 months** via PaymentNet.

Adding receipts to transactions

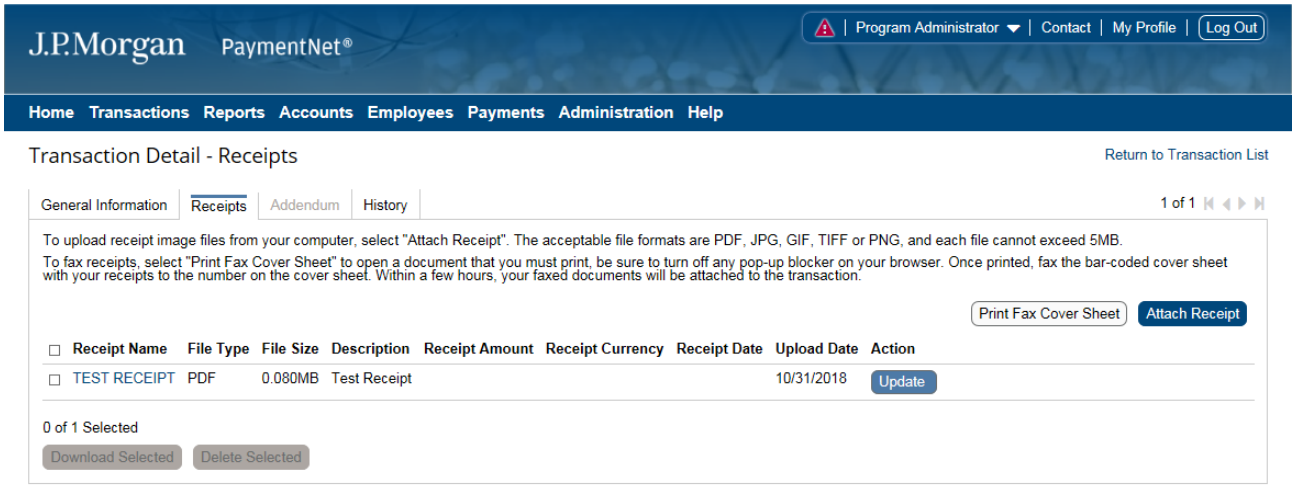


Figure 22

Users can easily append receipts to transactions for more efficient oversight, increased control and policy compliance, and reduced costs.

8. Is there a card payment program available for vendors, such as a virtual card or "ghost" card? Describe the program and remittance process.

Yes. We offer virtual cards as well as ghost cards.

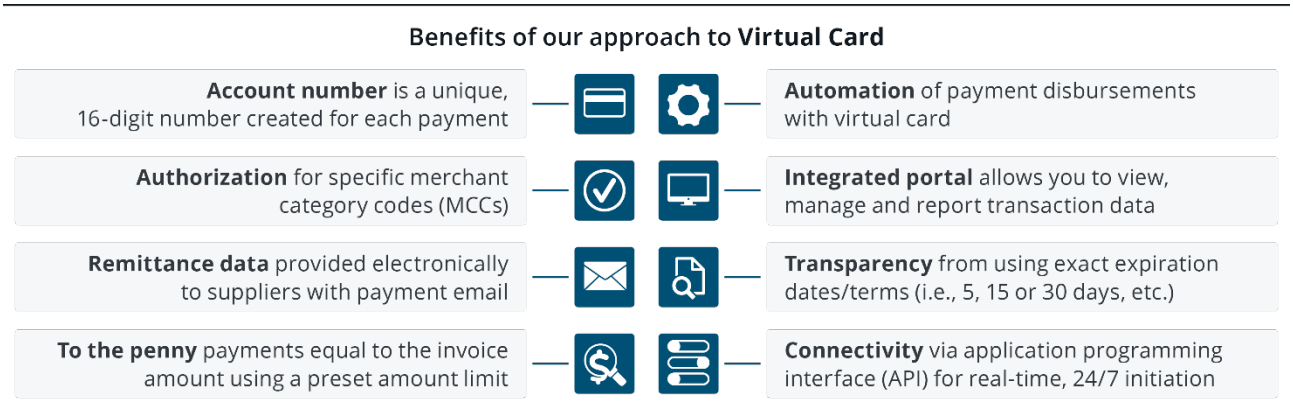
Virtual cards on PaymentNet

Virtual cards at J.P. Morgan provide an electronic, credit card-based payment method that helps clients like the City more efficiently manage your payment process. Virtual cards also help reduce costs and transform traditional areas of expense into potential revenue generators.

We offer a true virtual card solution. Each virtual card has a credit limit equal to the approved payment amount. With a design that creates just **one account per payment**, the merchant only has access to approved funds for a specific payment.

When all **four key elements of purchase** payments to transactions match—account number, dates, dollar amount and merchant category code (MCC)—reconciliation occurs automatically. A reconciliation file is then delivered to the City's ERP system.

We offer various integration options for virtual cards—**API, batch and online**—that leverage PaymentNet. Several of our clients leverage API and batch for specific use cases. These clients enjoy a cohesive/consistent experience with the robust capabilities that PaymentNet offers.



Couple powerful payment control, anti-fraud and reconciliation features with the flexibility, float and rebate of a purchasing card.

When you replace less efficient payment methods, such as checks, with virtual cards, you hold onto cash longer while paying suppliers sooner.

Remittance information

Most often, our clients request that we send payment information directly to their suppliers via email. We encourage suppliers to set up secure email during enrollment. This is a one-time process and allows the supplier to receive remittance information and complete payment information (comprised of full virtual card number, expiration date and three-digit security code). As an alternative, the City can communicate payment and remittance information directly to your suppliers following your own internal communication processes.

Secure email

We offer secure email functionality using SecureMail. Secure email provides full account information in a single, encrypted email message.

The full account information includes:

- 16-digit account number
- Expiration date
- Card security code (also known as CVV/CVV2)
- Billing zip code

Suppliers will receive a verification link and will be directed to our secure reader portal to choose their preferred verification method.

Ghost cards

Purchasing card account numbers can be given to your authorized suppliers to keep on file for use in all organizational transactions. These 'ghost' accounts allow your organization to make purchases through a single purchasing card and account number.

The transaction becomes an electronic form of a purchase order, reducing manual purchase orders.

The City can use our ghost accounts to combine billings for regularly used suppliers and isolate expenses for cardholders as well as non-cardholders.

Use PaymentNet to view ghost card transactions and create reports that can be downloaded to your general ledger or accounts payables system. The online statement and payment function in PaymentNet allows authorized employees to view statements and balances, as well as make payments electronically.

Ghost accounts help you:

- Control supplier spending
- Consolidate purchases into a single bill and payment
- Make sure preferred suppliers are used
- Make sure transactions are marked for accounting purposes by utilizing cost centers or department codes

Our processor (TSYS) requires that a plastic card be issued for ghost accounts. The cardholder can provide the account number to your vendors to keep on file for all future transactions.

9. In case of emergency, will the City have the ability to request a temporary blanket limit increase for key personnel assigned to an emergency event?

We establish an aggregate line of credit that governs your entire organization. This limit is based on anticipated annual spend and other factors of your program. The limit is set at a level high enough that you should not encounter unwarranted restrictions.

In the event of an emergency, we are dedicated to working with the City to increase limits in an urgent manner to the best of our ability and in accordance with bank policy.

10. What security measures are in place to prevent unauthorized use or fraud for purchasing card transactions? What is the process for reporting and resolving fraudulent or unauthorized transactions on a purchasing card?

Educating your cardholders about proper use of cards is an effective way to promote card usage for legitimate business purchases. We work closely with your organization to develop effective communication and training tools that accommodate your objectives.

In conjunction with ongoing training, we recommend that you develop formal policies and procedures governing your commercial card program. We can assist you in preparing this documentation.

To further assist you with cardholder compliance, we offer a wide range of card controls to help your organization efficiently manage adherence to your internal policies.

Program controls

We offer numerous card controls and key administrative features such as full hierarchy support, real-time adjustments of spend controls online and denial at the point of sale for transactions that do not meet your requirements.

The City's program administrator can establish dollar, transaction, merchant category code (MCC) and cash advance limits at any level of your hierarchy: by individual, department or for the entire organization.

Control options by hierarchy level

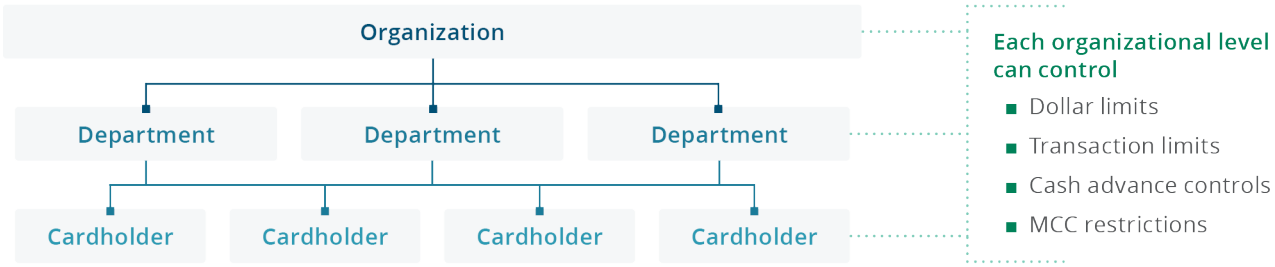


Figure 23

PaymentNet provides a variety of controls for all level of your organizational hierarchy.

Standard controls available for our commercial cards include:

- **Dollar limits:** Dollar limit controls include cycle spend, transaction amount, daily spend amount, monthly spend, and spend limits by MCC
- **Transaction limits:** Limits can be placed on the number of transactions allowed per day and per month
- **MCC restrictions:** Limits can be applied to MCCs with a dollar amount, transaction value or the number of transactions allowed per day
- **Cash advance controls:** You have the ability to control monthly cash advance amounts or totally restrict the ability to use the cash advance options
- **Guidance line:** Suspends your ability to continue to use the card when the total balance reaches its limit

The graphic below shows how you can change a cardholder's account limits.

Adjusting account limits

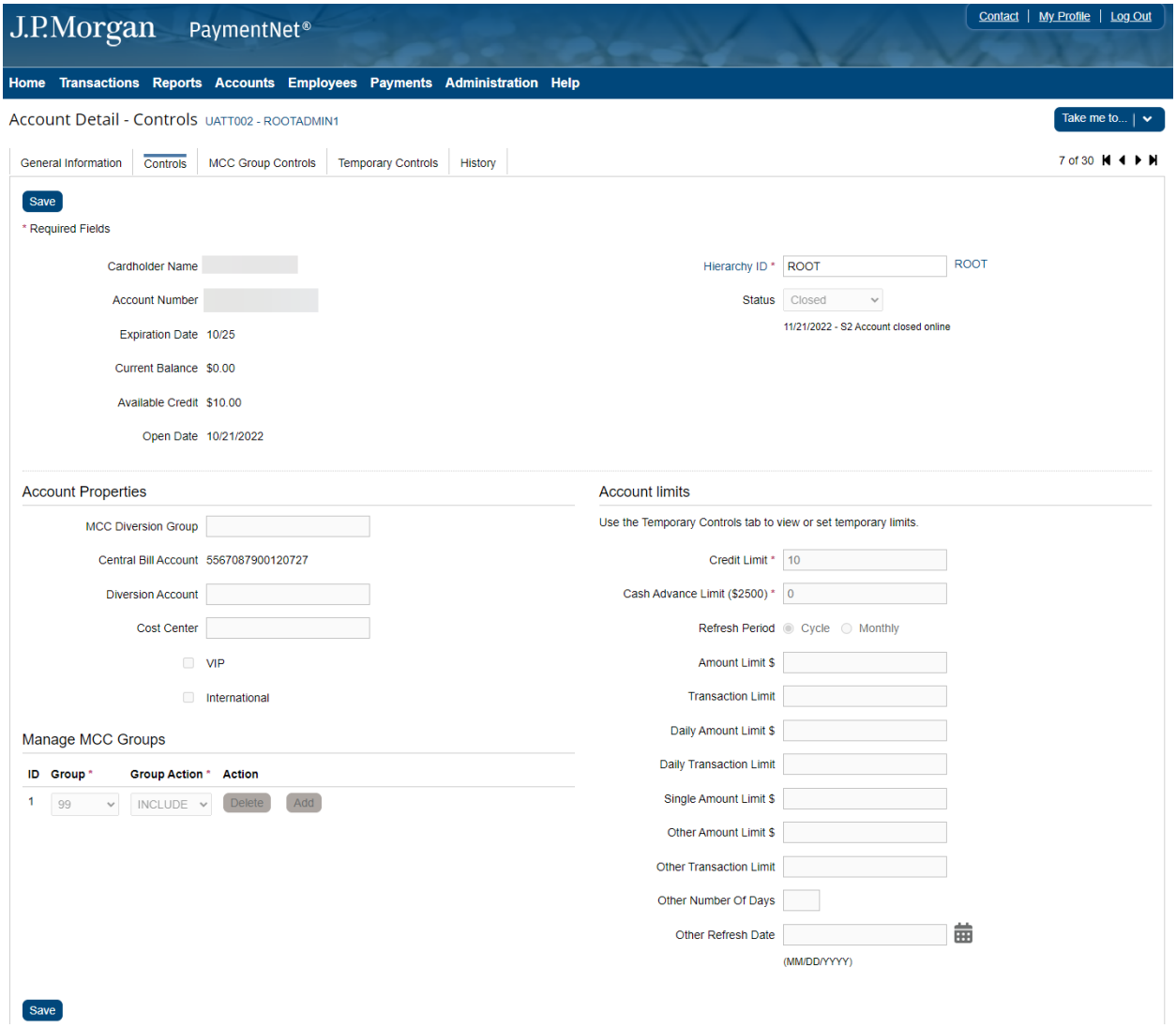


Figure 24

J.P. Morgan enables program administrators to easily change account limits and velocity controls online.

MCC blocking

The merchant category code (MCC) can be used to block merchants and set card limits. The City specifies acceptable and restricted merchant types and set restrictions for individual cardholders, departments or the entire organization.

Leverage up to 180 MCCs per group in as many as nine MCC groups. MCC groups can have a custom name applied for your internal purposes. Available limits include daily number of transactions, daily spend amount and monthly number of transactions. We can also place boundaries by MCC group to determine how much a cardholder can spend at a group of merchants. This MCC group limitation can be restricted by daily number of transactions, transaction amount and monthly spend.

As a best practice, clients usually establish templates of MCC groups that apply to different cardholder profiles. We are happy to assist you in opening or blocking MCC groups as needed.

Virtual card controls

Our virtual cards provide superior control over transactions, as each account is used for a single transaction and is only valid for that specific payment. The following controls can be assigned to each virtual card:

- Single, daily, and/or monthly limits
- Credit limit—to the penny
- Merchant category code (MCC) restrictions
- Number of authorizations
- Start and end date
- Dollar amount or percentage tolerance
- Estimated freight and tax

Benefit from fraud screening 24/7/365

As a result of our screening process, fraud rates for our Commercial Card programs are far lower than the fraud associated with consumer cards, which speaks to the strength of our fraud prevention practices, as well as our relationships with clients in establishing effective card controls.

Our team of experienced fraud prevention analysts use specialized screening tools to constantly monitor transactions for suspicious activity and to aid in detecting fraud and minimizing losses.

The fraud detection systems we use are **flexible** and target both general and specific fraud trends.

The screening process uses several indicators to identify possible fraud. The categories we monitor include unusual purchases such as jewelry or electronics, high-risk MCCs and questionable geographic areas. Cash advances are also monitored for high-risk locations and large dollar amounts. Suspicious transactions are further identified based on details that include the authorization type, merchant type, location of recent fraud trends, account history,

Screening for fraud

Criteria are defined based on analysis of data from current fraud trends:

- Fraud patterns
- Specific or high-risk Merchant Category Codes (MCCs)
- Dollar amounts and cash advances
- Geographic location
- Specific merchants and unusual purchases such as jewelry or electronics

expiration date entered and decline reason. If authorizations meet these pre-defined criteria, the account is sent to a fraud handling queue or blocked for referral.

Upon request, our Fraud team will provide a detailed walkthrough to the City's executives and program administrators explaining how we address fraud in depth. The walkthrough includes collaboration with your program administrators to identify and implement ongoing improvements.

Communication process

When a potentially fraudulent transaction is identified, a fraud analyst will evaluate the account's history and activity. If fraud is still suspected, the analyst will contact the cardholder to confirm card possession, verify the cardholder using security identifiers on file and validate the transaction(s).

As an option, cardholders can enroll to receive **fraud alerts** via text message or email. Fraud alerts notify cardholders when suspicious transactions are identified on their account and allows them to quickly respond to validate transactions.

Depending on the circumstances, we may continue to monitor the account for suspicious charges or suspend it temporarily to minimize potential fraud losses. If we suspect employee misuse of funds, we will contact the City's program administrator directly.

Enroll to receive potential fraud alerts via **SMS text message** or **email**

Under most circumstances, an email is sent to the cardholder at the email address on file and a temporary hold is place on the card. The hold will remain on the account until an authorized party contacts us to confirm the validity of the transaction. After the first attempt, we will email the cardholder a second time. On the third attempt, we will email the cardholder and program administrator.

Cardholders can sign up for SMS and email through the **fraud alerts** process by visiting ccportal.jpmorgan.com. Once the cardholder is registered for alerts, the cardholder is notified via an alert when we find suspicious activity on their account.

If the cardholder is signed up for SMS alerts and a transaction is identified as suspicious, an SMS alert is sent to the cardholder's registered phone number. If the transaction is valid, the cardholder can respond indicating such and the hold is removed. If the cardholder responds indicating the transaction is fraudulent, the hold remains and the cardholder is required to call Customer Service.

Process for identifying and communicating fraud (if not enrolled in alerts)

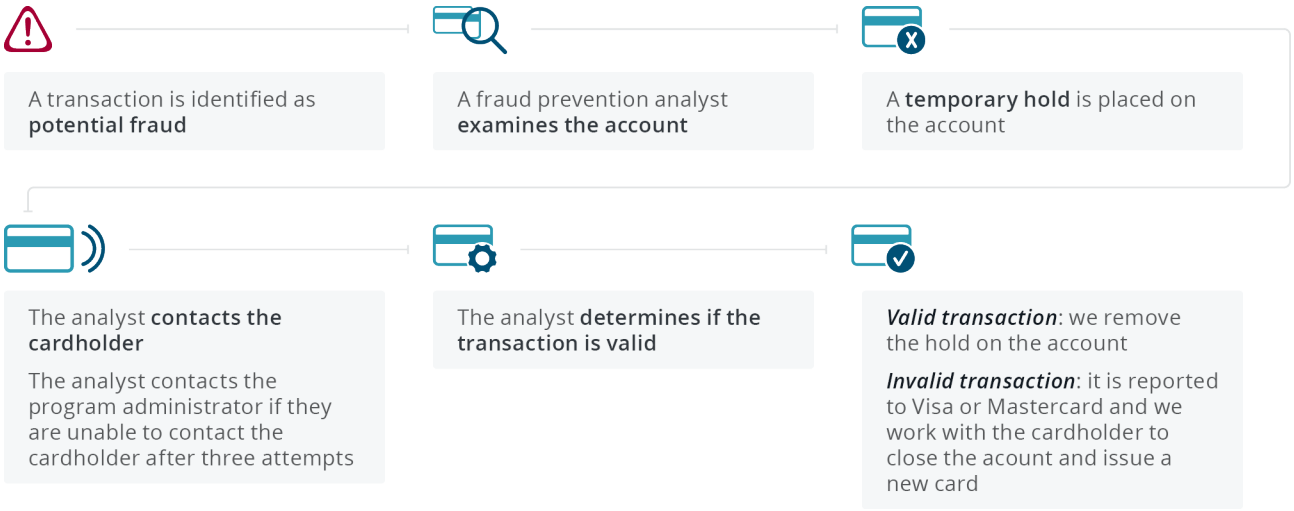


Figure 25

These steps help to mitigate fraud losses.

Additional fraud protection

As a client you also benefit from our third-party fraud waiver and Mastercard's/Visa's liability waiver for employee fraud to complement our fraud screening.

Due to the sensitive nature of fraudulent transactions, we require that fraud be reported by phone to an expert in our Fraud department. Reporting fraud by phone makes sure that all fraudulent transactions are identified as soon as possible. The card is blocked and no further transactions can be processed, immediately stopping fraud attempts.

There are also systematic processes to provide for timeliness of opening and resolving a fraud case, as well as requirements put in place by Mastercard/Visa. In most cases, we can provide a complete resolution in one call, which avoids multiple call-back attempts and saves time on resolving any open issues.

Section P - Technological Controls & Cybersecurity

1. **Provide a detailed summary of your bank's technological controls including physical access, logical access, change controls, remote access, cyber security training frequency, and defenses against any form of cyber-attack.**

The firm is committed to protecting the Firm's employees, visitors, buildings, information, assets, and reputation. The Firm's Global Security (GS) organization sets out a framework for keeping safe the people, technology and facilities of the Firm. GS integrates an array of technologies and people with processes to form a depth and layered approach to security, which monitors, records and deters potential malicious activity.

Physical security controls include but are not limited to the following:

- Integral to delivering this requirement are three Global Security Operations Centers (GSOC) in New York, London and Singapore, that operate 24/7 and act as communication and situational awareness hubs for the Firm's Crisis Management structure.
- An access card is issued to every employee, and access to individual areas is checked and restricted by the user's entitlements.
- The Firm has a visitor management policy that requires all visitors to be registered and escorted whilst on premises, which is enforced by Front of House teams. Some vendors may be allowed access and an access card upon successful completion of screening/vetting in line with the Firm's contingent worker process.
- Protecting the Firm's sensitive physical areas, such as, Technical and Engineering Rooms, Data Centers & Commodity Locations with an enhanced layered security model.
- Protecting the Firm's data from theft, fraud, corruption, or natural disaster.
- Protecting the Firm's staff whilst travelling (Executive Protection, Event Security for employees, clients, and guests).

Each of the Firm's facilities has security systems installed (as per GS standards and procedures) and 24/7 personnel monitoring alarms to manage access control and visual surveillance. All data is retained in accordance with the Firm's data retention policy, which is aligned with local legislation and requirements.

Guarding Physical Assets (24/7 Site Security Teams) – A combination of full time employees and vendor guard force manages security operation and alarm responses, and detect and resolve on site incidents through a layered security model. A full phased training program is in place for all associated staff, and regular testing, including penetration tests, take place on a consistent basis.

All production computing environments are required by our policy to maintain adequate physical and environmental controls. Physical control requirements include physical locking mechanisms at all external and internal access points to computing facilities, and controls governing how authorized visitors are permitted physical access to these facilities. Visitors must be issued identification badges, accompanied by authorized personnel while on the premises of the computing environments and their arrivals and departures must be recorded. A process is in place to periodically recertify that physical access remains commensurate with job responsibilities, or to periodically revoke all users requiring re-approval of their access. Environmental control requirements include the presence and periodic testing of backup sources of electrical power and switchover mechanisms to allow use of these sources in the event of the failure of municipal power facilities. Environmental control requirements also include the presence of fire suppression systems, temperature and humidity control systems, and automated monitoring of smoke, temperature and humidity conditions within the computing environments.

Please also refer to Appendix 7 for our Cybersecurity Client Letter and Appendix 6 for our Business Resiliency Client Letter.

2. Are there specific cybersecurity policies and practices that your bank implements to meet government and public sector standards?

Yes. The Firm's Cybersecurity & Technology Controls (CTC) organization is embedded in a governance structure designed to identify, escalate, and mitigate information security risks. CTC legal and regulatory functions together with the firmwide Legal and Regulatory organizations to ensure that legal and regulatory requirements are understood, managed, and observed.

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Section Q - City Disaster Preparedness Program

The City requires assurance of the ability to provide financial services in the event of a major emergency and during the disaster recovery period.

1. Please describe any processes in place to assist the City in the event of a natural disaster.

Recovering from, or even avoiding a service disruption, whether a component failure or a full-scale disaster, depends on a comprehensive and effective contingency and business resiliency planning process combined with experienced people to execute the plan. Our business resiliency plans address all aspects of the business—including employees, facilities, systems, telecommunications, and third parties. Our business resiliency plans are living documents that we update on an ongoing basis to incorporate lessons learned. They are also tested regularly to validate the effectiveness and completeness of the plans.

Planning for disasters

The importance of preparation

Our global footprint provides built-in redundancy for many core processing, operations and service delivery functions.

We have strategically located data centers and operation centers throughout the world. This geographic distribution helps to reduce the impact of a local disruption on our business.

The preparation

We understand how critical it is to have a business resiliency program in place. When the news hits about potential disaster situations, such as a hurricane, our business resiliency planning program has already activated.

We do extensive planning to be ready for situations where our clients may lose critical infrastructure and resources necessary to transact business, including payroll and deposits, through typical channels.

Our preparation involves information gathering about our clients in the impacted region. This allows us to provide clients with alternative options for issuing checks, submitting payroll and other file transmissions before a hurricane or other disaster event strikes the region. An overview of our Business Resiliency Program is included in Appendix 6. Additional considerations are listed in the below section for helping you plan your organization’s business resiliency program.

Considerations when creating your business resiliency program

We also recommend **best practices** for our clients' internal business resiliency planning efforts, such as the following:

- Ensure your mobile information is updated with us, so we can contact you in the event that you are unable to reach your offices.
- Plan for having sufficient cash on hand to be ready when your business reopens.
- Ensure any services that are part of your business resiliency planning program are setup in advance. For example:
  - Use J.P. Morgan Access to upload files if you are unable to send in a direct transmission.
  - Use J.P. Morgan Access to manually enter transactions.
  - Submit same-day ACH files to originate transactions less than $1,000,000. Update "opt out" status, if applicable.
  - Consider deadlines for check print outsourcing as part of your business resiliency planning.
    - Next-day mail – 5:00 p.m. PT
    - Same-day mail – 5:30 a.m. PT
  - Coin and currency
    - When using vault, confirm armored courier contact information is up-to-date with your courier.
    - When using night drop, consider alternative locations in case the primary location is not available.
  - Commercial card clients may want to consider contacting your commercial card relationship manager or program manager for assistance with increasing limits, expanding merchant category code groups or verifying account status.

We're here to help!

The importance of preparation

In the event of a disaster, we strive to maintain service at the levels established during normal operations. We will work hard to keep our clients informed throughout the entire event.

How we helped

We understand the need to have a bank that helps clients navigate both living and working through an actual disaster and the aftermath. We have employees on the ground for these natural disasters, just like our clients, so we understand how our collective businesses and people are impacted by a disaster. We work hard to be there for you and our own people. Understanding our clients and their businesses is key. We were here for our clients when they needed us most. The following examples illustrate how we help our clients during these events:

- After a natural disaster, we immediately begins its recovery efforts, including prioritizing cash shipments to branches with the greatest needs, and refunding or waiving certain fees to eligible customers in the affected areas.
- Relationship managers worked with clients to quickly determine cash flow concerns.
- Our client services associate's (CSA) knowledge and understanding of their clients helps them identify the need for action. The constant outreach by our CSAs, coupled with their understanding of our clients' needs is an invaluable asset for J.P. Morgan that provides many benefits for our clients.

How we helped!

- Communication
- Understanding time-sensitivity
- Understanding client needs
- Looking out for fraud
- Escalating issues and change requests

- Our product teams evaluate the storm and take action to determine how the storm may affect our clients. This prompted a relationship manager and client service manager to reach out to a client to determine their immediate needs. One client's large geographically disbursed retail presence had them making fast decisions and quick changes. The client was extremely appreciative of our efforts and stressed that of all of their banks, J.P. Morgan was the most effective with communication. We provided daily reports about open branches, allowing this client to make informed decisions about how to make deposits, while battling the floods and effects of the storm.
- Our employees receive emergency housing or other assistance from us after a natural disaster has happened. While the business is focused on taking care of its employees, the bank prepares to help communities across the country—even before a natural disaster has happened. That includes making sure ATMs and branches have enough funds and are up and running so customers can have access to their money when they need it.

Strengthening resiliency during times of uncertainty

Business resiliency planning is key to managing through disruption and J.P. Morgan's suite of tools can help. The J.P. Morgan Corporate Treasury Consulting team created a suite of resiliency tools to help you prepare for crisis.

Our suite of tools can help with business resiliency planning

Figure 26

2. **If City services are interrupted, would the bank be able to redeposit the last ACH payroll file?**

   Yes. We offer a customized delayed redeposit process for ACH.

3. **In case of emergency, does the City have the capability to issue manual checks?**

   Yes, we offer check print services. The City submits check print instruction files through a file upload or manual entry of check data via our online portal.

4. **How is the manual check information sent to the bank for inclusion in Positive Pay?**

   The City's positive pay files can be manually keyed into J.P. Morgan Access.

5. **Please describe in detail the bank's compliance with state and federal regulations pertaining to this area.**

   The Firm has a Firmwide resiliency policy that meets or exceeds relevant professional standards (e.g., ISO 22301, 22313 & 22317) and industry best practice. The policy is based on a variety of regulatory requirements that exist across various countries.

   The Firmwide policy and standards set forth a logical and detailed structure of guidance for identifying business resiliency risks and establishing appropriate controls to enable the recovery and resumption of the firm's business operations should they become disrupted.

   Resiliency activities of J.P. Morgan must comply with and are governed by several agencies that have laws, rules, and regulations. Within the firm's policy, requirements have been defined for each critical business process to provide essential business and technology service levels to comply with resiliency requirements of the US Office of the Comptroller of the Currency, the US Federal Financial Institutions Examination Council (FFIEC), the Interagency White Paper on Sound Practices to Strengthen the Resilience of the US Financial System and other national regulatory authorities (UK Financial Conduct Authority, UK Prudential Regulation Authority, The Monetary Authority of Singapore, European Central Bank) within the different geographic regions in which we operate.

6. **Please describe the testing of core service applications and systems that assure information backup, anti-intrusion, and other privacy requirements.**

   The Firm has a dedicated Technology Resiliency Program that establishes critical services, capabilities, controls, and procedures designed to promote continuity and recovery of operations in the event of a disruption.

   Traditional Data Recovery: Requires applications to fail out of their primary data center, operate from the alternate data center, and return to the primary data center on the same weekend.

   Enhanced: Requires applications to exit over a two-week period and operate from an alternate data center for a minimum of five business days. Demonstrates there is sufficient capacity to sustain the displaced load .

Common Invocation Plan (CIP): Exercises most recovery capabilities needed for a true loss-of-site disaster. Critical and dependent applications are failed out on the same weekend but sustain production workload for at least five business days.

The Firm employs a comprehensive testing approach to regularly validate the effectiveness of the resiliency program under different impact scenarios:

- Tests include simulation exercises and physical tests of recovery strategies;
- Test results are communicated to the Firm's senior management across business and technology functions, as appropriate; and
- The Firm regularly participates in market-wide and industry sponsored exercises.

7. Please describe the operational driver and geographic dispersal of service centers.

Our North American data center locations:

- J.P. Morgan’s North American data centers are located in the Mid-Atlantic, Northeastern and Rocky Mountain geographic regions of the United States.
- J.P. Morgan data centers are located in separate zones from the production location they support.
- Due to confidentiality purposes, we do not release specific details on the location of primary or backup data centers and/or processing sites.
- Additional details on our data center locations cannot be disclosed.

Information on where our data resides:

- Due to confidentiality purposes, the exact location of where particular client data resides cannot be disclosed.
- We generally reserve the right to store, access, view or process data where it deems appropriate, subject to applicable law and contractual agreements
- We have Global Service Centers that process client data. These centers support customers, clients and business segments and back office processing outside of the continental U.S.
- As a global firm we operate several data centers simultaneously for business resiliency purposes and in limited circumstances, we may not keep all data exclusively within the U.S.
- Processing takes place within our proprietary network on protected platforms.
- Data is subject to our internal policies, including risk and control policies, data retention policies, privacy policies and applicable law

Data Center Modernization

We have 32 data centers globally, and recently invested approximately $2 billion to build four new, modern, private cloud-based, highly reliable and efficient data centers in the United States. To date, about 50% of our

applications run a large part of their processing in the public or private cloud. Approximately 70% of our data is now running in the public or private cloud. By the end of 2024, we aim to have 70% of applications and 75% of data moved to the public or private cloud. The new data centers are around 30% more efficient than our existing legacy data centers. Going to the public cloud can provide 30% additional efficiency if done correctly (efficiency improves when your data and applications have been modified, or “refactored,” to enable new cloud services). We have been constantly updating most of our global data centers, and by the end of this year, we can start closing some that are larger, older and less efficient.

8. Can you provide an overview of your bank's disaster preparedness program and business continuity planning?

The firm maintains a world class telecommunications network infrastructure across our global operating facilities and data centers designed to maintain communications in the event of a disaster. Our network is designed with resiliency as a key criterion such that there is site, component, telecom carrier and path diversity to ensure no single event can affect our ability to continue to transact business.

Refer to Appendix 6 for our Business Resiliency Client Letter.

9. What types of disasters or emergencies are covered in your disaster preparedness plan (e.g., natural disasters, cyberattacks, power outages)?

Please refer to Appendix 7 for our Cybersecurity Client Letter and Appendix 6 for our Business Resiliency Client Letter.

Section R - Implementation Plan

1. Describe the overall plan your financial institution would implement to ensure a smooth transition from our current banking partner.

We assign your onboarding specialist, Briana Burtley, to serve as your primary point of contact throughout the process. Your onboarding specialist, who has end-to-end ownership and accountability of the implementation, is responsible for communicating regularly with you and coordinates all activities across the bank. They hold regular, often weekly, meetings to share information and measure progress.

Your onboarding specialist works with you to validate your solutions, establish timelines for implementation and then coordinates with the necessary teams across your organization and ours to complete the setup.

We view the implementation process as a pivotal phase in our relationship and an opportunity to demonstrate the value of our expertise and consultative capabilities.

The onboarding specialist is responsible for:

- Forwarding new account and product documentation, file specifications, start-up packet(s) and procedure manuals to the City.
- Contacting your designated representative(s) to complete all required documentation and determine specific product instructions.
- Reviewing and completing product questionnaires with you, as appropriate.
- Opening required accounts.
- Ordering depository supplies.
- Coordinating with our operations group to make sure products are set up to your specifications.
- Coordinating file and transmission testing with the technical implementation specialist for both teams, which includes:
    - Transmission options review and setup
    - File testing
    - File security
    - Providing test and reports
    - Examining all reports and elements of file testing and processing
    - Updating all parties on progress

- Confirming delivery of personal identification numbers (PINS) and instruction guides.
- Providing required training or other assistance, as needed.
- Monitoring initial depository activity and confirming depository products are working as expected.
- Organizing a post-implementation meeting to review your first account analysis statement
- Coordinating the hand-off to your dedicated CSA for ongoing servicing.

We follow an established project flow and framework when executing the setup of products and services. A sample implementation plan is included in Appendix 8.

Proven project management approach for adding new services

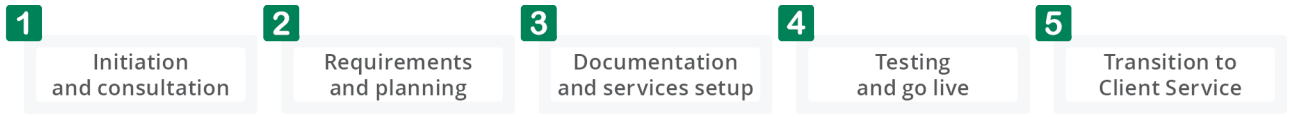


Figure 27

We confirm terms of the proposed process with you. Upon accepting the proposed process:

- Your sales team shares the terms of the proposed process with our Implementation team
- Your sales and Implementation teams discuss the proposed process, exceptions, your goals and special conditions
- Your implementation team schedules a kickoff call, reviews the project plan, identifies needed documentation and establishes a meeting schedule
- You return the required core DDA documents and product-specific documents to Implementation
- Our implementation team works to complete your request and verifies our systems reflect your correct information
- Your CSA is notified of product setup completions
- We coordinate and schedule training requirements with your designated contact(s)
- We provide training, including product manuals and sample completed order forms, at no cost
- We monitor your account for a period of time (to be determined) to verify proper setup, availability, exceptions, etc.
- Your onboarding specialist confirms with you that products are working properly and sets up a meeting to review your first analysis statement
- Your account officially transitions to your designated CSA for ongoing servicing.

Our proven approach to provide a smooth implementation of your new commercial card program

When you select us as your commercial card provider, we review common issues and best practices during the assessment phase of your program implementation to identify what is working well, what needs to be improved and what benefits you will enjoy from a more optimized program.

Trust a methodology based on **30 years of experience** implementing commercial card programs.

We leverage our proven methodology to deliver the City a comprehensive yet streamlined implementation that serves as a strong foundation for your new commercial card program.

Proven project management approach to deliver for your business

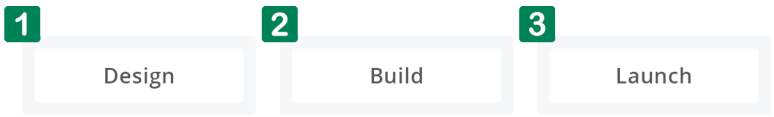


Figure 28

You will be assigned a dedicated product implementation specialist who has **extensive experience** in the commercial card industry. Your product implementation specialist serves as your primary point of contact throughout your implementation. They will manage the implementation process and resources, as well as provide consultation on **best practices** and **process improvement** suggestions.

Additionally, a highly trained commercial card support team experienced in implementing programs similar to yours, will assist your assigned product implementation specialist. The support team consists of designated card relationship managers, training officers and technical consultants (who provide expert technical software support). Weekly updates serve to maintain **key communication** throughout the implementation process.

Each member of your implementation team has well-defined support responsibilities as discussed below.

Rely on your product implementation specialist as your primary point of contact

- Oversees all implementation meetings, task lists and communications
- Confirms that project goals are met
- Develops and maintains the project dashboards/assessments
- Consults on the design of your card program
- Consults with your organization on cardholder controls, such as spend limits and MCC allowances
- Determines card issuance requirements
- Sets up cardholder files and coordinates cardholder settings
- Verifies data integrity and quality for processor configuration
- Manages hierarchy setup discussions and accounting code configuration
- Obtains mapper interface requirements for reconciliation
- Works with you to determine go-live time frame
- Coordinates training requirements and delivery

Get the technical support you need from your technical consultant	
• Serves as a point of contact for your technical staff • Assists with data mapping, file transfer and connectivity	• Offers best practices for data solutions • Consults on standard and custom technology tools

As a **best practice**, the same product implementation specialist is assigned for the duration of your implementation. A back-up product implementation specialist may be engaged should your product implementation specialist become unavailable (e.g., vacation, medical leave, etc.). Primary working hours are 6:30 a.m. to 3:00 p.m. PT, Monday through Friday. We work with you to adopt a mutually agreeable time frame, as needed.

2. Describe the on-site training to the City's staff for the operation and use of the financial institution's services and automated systems for areas of service.

We are dedicated to providing training that fits the City's needs. Should on-site training be required to supplement online provisions, your Relationship Manager and Treasury Management Officer can be available to travel to the City and support the Bank's training curriculum on-site as needed.

We offer onsite initial program administrator training for our Procurement card services. Training is tailored during implementation and delivered after the program is live, and focuses on platform features, best practices and system usage.

3. What is the overall timeline for implementing the banking services, from contract signing to full operation? Please include a timeline and Milestones chart. The City will likely implement various components in a phased-in approach (e.g. 1. Banking services, 2. Procurement card, 3. Virtual AP Payments). Banking is our main priority, while procurement cards and virtual payments can be implemented later in calendar year 2026.

The table below provides the average implementation time for setup of the requested services. Time is measured from receipt of completed documentation.

Treasury services are listed below:

Implementation time averages, resources and critical success factors

Service	Expected lead time (1)	Resources	Critical factors
Account opening (2)	2 days	• Bank onboarding specialist • City cash manager	• Confirm setup requirements • Receipt of signed documentation • Due to the U.S. PATRIOT Act and "Customer Identification Program" regulations, we must receive all required documentation, properly and fully completed, before we open an account • Information pursuant to the BSA that requires us to collect and validate the personal identification information of beneficial owners and at least one controller
Depository services	4-10 days	• Bank onboarding specialist • City cash manager	• Deposit tickets • Endorsement stamps • Tamper-resistant plastic depository bags • Deposit ticket MICR specification sheets are available electronically; your onboarding specialist will provide these upon request
ACH Debit Block **Check returns** **End-of-day sweep**	1-5 days	• Bank onboarding specialist • City cash manager	• Confirm setup requirements • Receipt of signed documentation
J.P. Morgan Access	2-4 weeks	• Bank onboarding specialist • Bank training team • City security administrators • City end users • City IT • City's banks	• Confirm setup requirements • Receipt of Security Administration Designation Form • Security administrator and end-user ID activation • User and entitlement setup • Security administrator and product training • Create ACH/wire files and test upload process, if applicable • Non-banks begin reporting
Cash vault	2-3 weeks (new). Changes to existing cash vault are much quicker	• Bank onboarding specialist • City cash manager	• Confirm setup requirements • Order supplies for deposits • IVR instructions for ordering cash

Implementation time averages, resources and critical success factors

Service	Expected lead time (1)	Resources	Critical factors
Controlled disbursement **Positive pay with payee name**	2-4 weeks 4-6 weeks (with transmissions)	• Bank onboarding specialist • Bank training team • City A/P team • City security administrators • City end users	• Confirm setup requirements • MICR and payee name testing • Create positive pay file and test upload process • User and entitlement setup • End user ID activation • Product training • Activate positive pay
Remote Deposit Capture	Without lockbox 2-3 weeks With lockbox 3-4 weeks	• Bank onboarding specialist • Bank training team • City A/R team • City end users	• Confirm setup requirements • Order scanner • Scanner installation • Product training
ACH direct send **File transmission connectivity for prior and/or current-day BAI2 transmission** **Positive pay transmission** **Reconciliation**	4-6 weeks	• Bank onboarding specialist • Bank technical IPM • Bank connectivity • City IT • City connectivity	• Confirm setup requirements • User acceptance testing setup • Successful file and connectivity testing • User acceptance testing sign-off • Partner key exchange • Successful production verification test
File Transmission Payments (3) **ACH** **Wires** **Check print**	8-10 weeks (standard file format) 12-16 weeks (custom file format)	• Bank onboarding specialist • Bank host-to-host project manager • Bank host-to-host release manager • Bank technical IPM • Bank connectivity analyst • City A/P manager • City IT • City connectivity	• Confirm payment types, file format and connectivity • Confirm setup requirements • Receive check print logo and signatures • Review/approve statement of work • Conduct technical/mapping discussion • User acceptance testing setup and programming • Successful file and connectivity testing • User acceptance testing signoff • Partner key exchange • Successful production verification test

(1) The expected lead times are estimates for standard product setups. Actual lead-time varies according to complexity of business requirements. Complex and/or large implementations may take longer than described above.

(2) Original paperwork must be received before setup may begin

(3) The standard file format represents the formats that are implemented without development on the bank side (i.e., ISO20022, ANSI and Global Flat File). The custom file format represents the formats that we support but require development by us.

Your onboarding specialist follows a structured project framework to execute the setup of products and services that have five key phases:

- **Phase 1**: Initiation and consultation
- **Phase 2**: Requirements and planning
- **Phase 3**: Documentation and services setup
- **Phase 4**: Testing and live implementation
- **Phase 5**: Transition to Client Service

Actual timelines and resources are outlined once the scope of work has been completed and approved. Your assigned onboarding specialist provides you with a project plan that is specific to each service being implemented. The plan also identifies responsibility for each step of the implementation process.

The implementation lead time is defined within the sample project plan. The start of the services setup is dependent on the City's availability to confirm the setup details and provide signed documentation.

Procurement card

The following is a high-level example of our implementation timeline:

ACTION	TIMEFRAME	COMMENTS
Verbal agreement received		
Credit approval	Prior to contract issuance	Banker determines credit extension
Assignment of implementation specialist	Within 2 business days of notification	Implementation specialist performs introductory call, if required, with client to begin the implementation process
Implementation process		
Implementation call and implementation presentation	Scheduled at client's convenience	1 or 2 calls (depending on client requirements and program complexity) that follow a structured format and checklist
Receipt and execution of contract	Within 10 business days after credit approval	Contract emailed from J.P. Morgan; should be returned within 5 days to implement as quickly as possible
Completion of forms (program administrator, company record, auto debit [if applicable], cardholder account)	Within 5 business days of presentation	All forms completed and authorized by client and sent to implementation specialist, who is available to answer questions throughout the process

ACTION	TIMEFRAME	COMMENTS
Verbal agreement received		
Credit approval	Prior to contract issuance	Banker determines credit extension
Assignment of implementation specialist	Within 2 business days of notification	Implementation specialist performs introductory call, if required, with client to begin the implementation process
Implementation process		
Receipt of cards	7-10 days from receipt of paper enrollment form or spreadsheet listing cardholders	Cards are processed after all forms are completed and authorized
Card usage begins		
Online PaymentNet reporting tool available	1-3 business days for access Training is typically completed within 10-20 business days	Contact to schedule client training within 5 business days. Training is scheduled and conducted by a PaymentNet trainer

Please be aware that, before we can begin, we will need a signed contract in place. Also be aware that we require various forms to be completed at different points during the implementation process. Such forms might include completed authorized signer and company record forms as well as cardholder account forms or a cardholder enrollment file (spreadsheet). We also require that two to three years of audited financial statements be reviewed by a J.P. Morgan banker to support the establishment of a line of credit for your program.

Your implementation specialist will work with the appropriate the City managers to determine your program objectives and structure your program to achieve those results for your organization. We can help optimize your program and identify expansion opportunities. In addition, your implementation team will collaborate with you to configure your hierarchy structure and the reports, formats, and reporting methods suited to your organization.

Once the program build is complete and cards are delivered, your product implementation specialist will transition you to our service team.

Implementation for virtual card programs

Our virtual card implementation process is focused on integrating our solution with your existing financial systems and your current purchasing and payment processes.

Once you have an approved purchase or payment, your system simply requests a virtual card to append to that approved document. This allows users to continue employing your current systems for all procurement and reporting activities, without the need to access a separate J.P. Morgan system.

The timeline to implement a virtual card program is generally 75 days and our approach is easy.

Three-phased, easy implementation approach for virtual card	
1	**Design** • You engage with your experienced J.P. Morgan product implementation specialist • You provide insights into your organization, your culture, program objectives and processes • Our product implementation specialist recommends program solutions to meet your needs efficiently and expeditiously
2	**Build** • We finalize program elements together so the solution meets your expectations • We assist your Technology team with file development and integration with your financial system
3	**Launch** • Your product implementation specialist confirms your program is successfully integrated into your organization • Next, your product implementation specialist provides the tools and resources for successful supplier recruitment and onboarding • As you continue to work with your vendors, you can confidently manage your program

The following is a high-level project plan for the critical activities and milestones for the proposed solution.

Project Plan

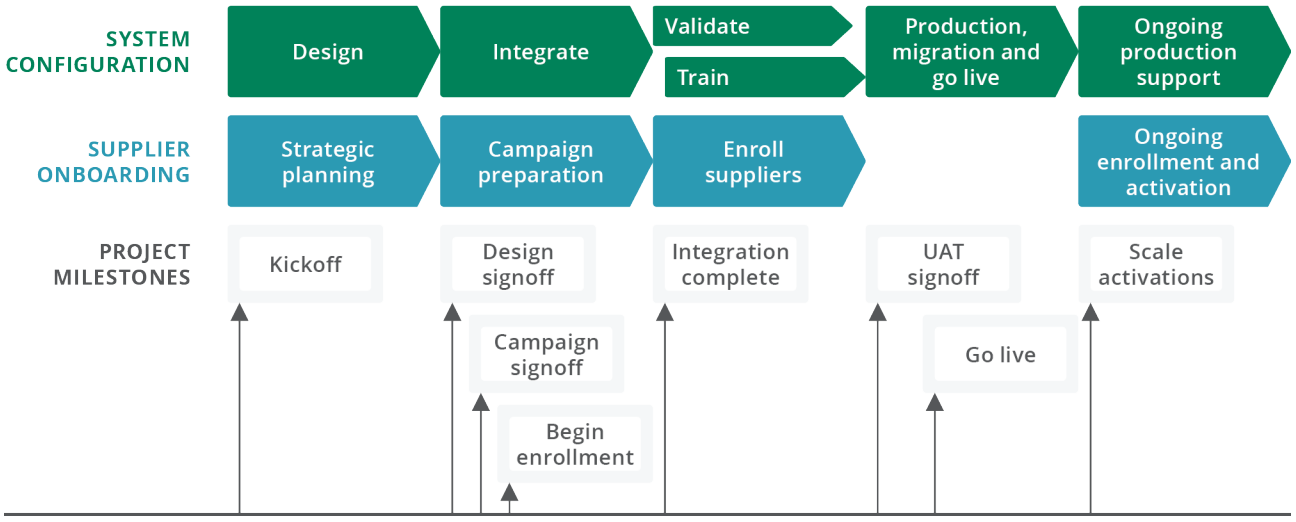


Figure 29

Please note that the campaign management and supplier recruitment process runs concurrently with implementation. It typically takes approximately 12 weeks to complete (including preparation and campaign time), but may be shorter or longer based on your number of suppliers to contact and on your level of engagement.

Throughout the course of implementation, product implementation specialist and other service team members conduct regular project status and progress review updates including:

- Weekly implementation status calls with the J.P. Morgan implementation team to review overall status and cover key action items and outstanding issues for both technical and business teams
- Weekly recruitment reports to summarize and detail progress of the J.P. Morgan supplier recruitment campaign

4. Can you provide examples of similar governmental implementations you have successfully completed? Please include the city name and contact information.

Please see our references and contact information in Section B – Bank Services to Public Sector, References.

5. Will a dedicated implementation manager or team be assigned to oversee the transition and ensure deadlines are met?

Yes. Your onboarding specialist will serve as your primary point of contact throughout the process. They will have end-to-end ownership and accountability of the implementation, will be responsible for communicating regularly with you and coordinating all activities across the bank.

6. Describe the conversion allowance the bank will provide for the City. Please state a specific dollar amount and identify the supplies, products, and/or services included.

The transition credit is $6,000 and can be used over the first 9 months of the contract. It can be applied to the purchase of remote deposit scanners, deposit supplies, and general banking services.

7. Please detail all costs and the party responsible (bank or City) associated with the conversion of all new services and equipment.

We have waived the $1,000 implementation cost; all other costs are outlined in our proforma.

Section S - Service Enhancements

The City values improving, streamlining, and enhancing current processes and services. Based on the information provided in this RFP and your knowledge of the public sector, please describe any services or technological enhancements not previously mentioned that should be considered for further improving effectiveness of the City's treasury management operations and fraud prevention programs.

Our particular expertise lies in adapting and aligning our vast breadth of solutions to the specific operating requirements and environments of our clients.

We accomplish this by **listening** to our clients and **developing an understanding** of their operating environments. We then construct a solution that not only meets our clients' existing operational needs, but also challenges them to consider additional operational improvements.

It is our intent to **bring this same approach** to the City as we endeavor to strengthen and grow our relationship.

The services below are proposed to augment and complement the requirements included in the RFP. Each of these services is incremental to the solutions presented in the body of our response. Pricing for these services will be provided upon request. Some of these services may be familiar from our past discussions in 2024.

- Account Validation Service (AVS)
- J.P. Morgan Entity Validation Services (EVS)
- J.P. Morgan Concourse™
- ACH eLockbox
- Paymentus® J.P. Morgan relationship

Account Validation Service (AVS)

As reliance on electronic payments continues to grow, so does the need to validate and authenticate payment data. Our industry-leading Account Validation Service (AVS) allows you to originate payments with confidence, combatting fraudsters and reducing risk.

AVS is a routing engine and service offering for validating counterparty payee information using the bank's Early Warning® databases. Using data provided by you, the service verifies the status and/or ownership of a U.S. demand deposit account (DDA).

AVS offers:

- **Account Verification:** Uses bank routing and account number to provide real-time account status for consumer and business accounts
- **Owner Authentication:** Confirms customer and business identities and enables clients to confirm account owner or authorized user

AVS for the U.S. government

In 2023, the **United States Treasury Department selected J.P. Morgan to provide Account Validation Services** to federal government agencies after a competitive selection process. Using our advanced technology, we will verify critical payment information for the U.S. government before payments are issued.

Account Verification and Owner Authentication are not required to be done together.

Additionally, Account Validation Services:

- Enables proactive validation of accounts and does not rely upon a single data provider
- Offers a waterfall approach, which allows querying across multiple data providers, expanding reach
- Queries J.P. Morgan proprietary data—both credit and debit ACH transactions
- Offers a complete solution set to meet your account validation requirements and to satisfy compliance requirements with the Nacha WEB Debit rule

Act to combat fraudsters and reduce risk with J.P. Morgan Account Validation Services

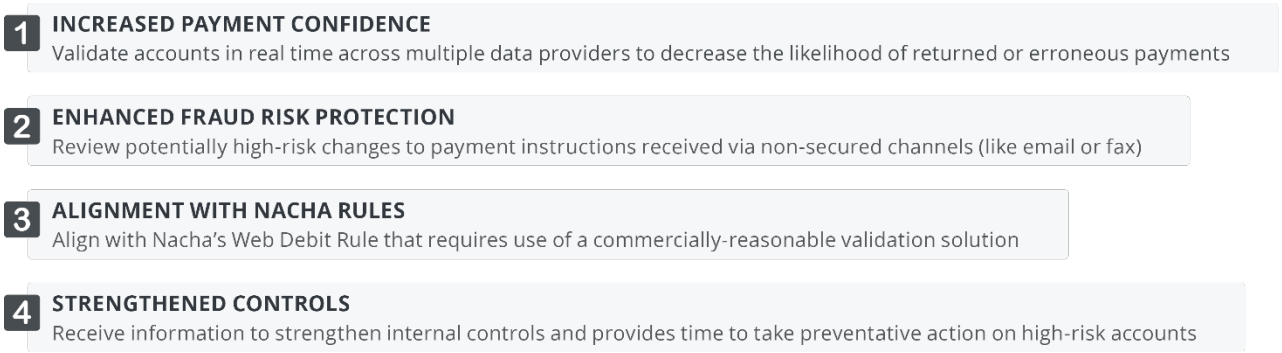


Figure 30

Our solution allows for integration through multiple interface options, including API, file transmission or through manual single- or batch-level entry of inquiries into our J.P. Morgan Access online portal. Although we see that most clients only implement and leverage a single connectivity method, all three connectivity options can be used alone or in conjunction with each other and will leverage a range of data elements for the following attributes:

- Verify ABA and account number
- Verify account open or closed status
- Verify historical risk on accounts

Our AVS solution was built specifically to allow us to offer validation services to our client base without being tied to a single data or service provider. AVS optimizes the flow of information and real-time validation by leveraging multiple data sources, including proprietary J.P. Morgan ACH and account data, Early Warning and additional third-party fintech services and micro deposits to increase validation rates.

How J.P. Morgan Account Validation Services works

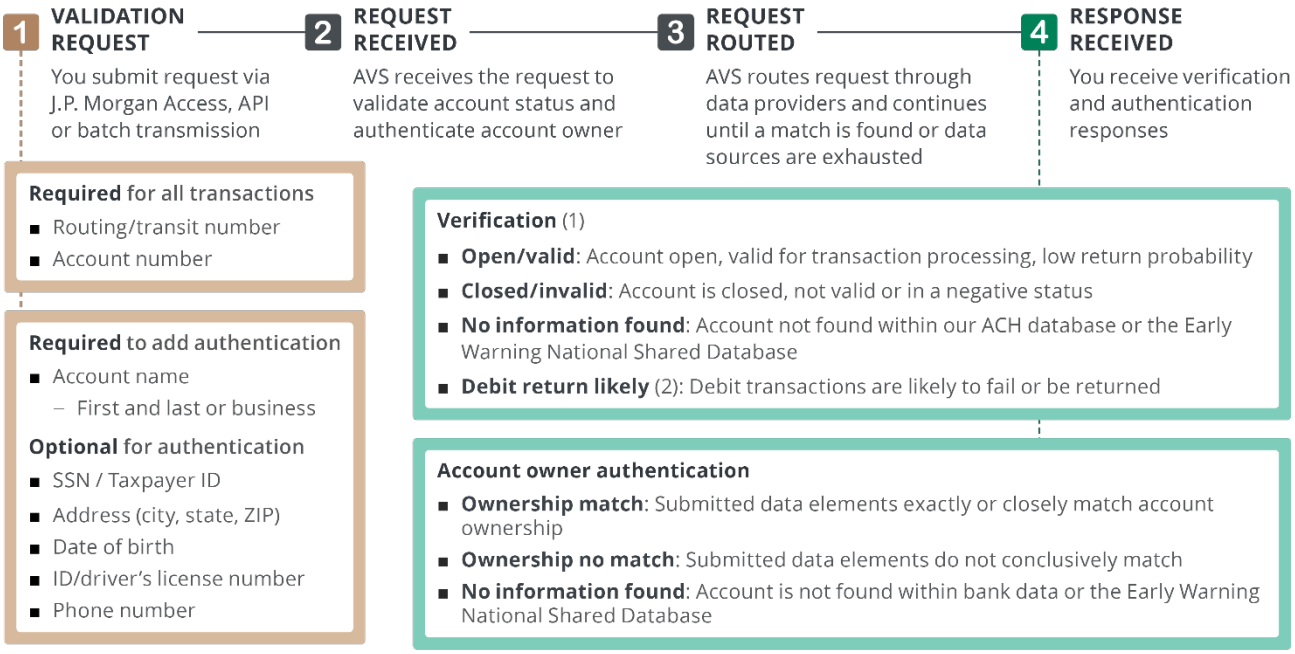


Figure 31

(1) AVS with EWS databases meets the Nacha Rule Requirement

(2) Option available based on clients' needs

J.P. Morgan Entity Validation Services (EVS)

J.P. Morgan Entity Validation Services (EVS) delivers a convenient and secure method to help verify individual identity or business entity information in connection with your payments initiated through J.P. Morgan to help prevent fraud and manage risk. Product availability, features and functionality are subject to change.

Consider the following uses for EVS as you think of fortifying your business processes

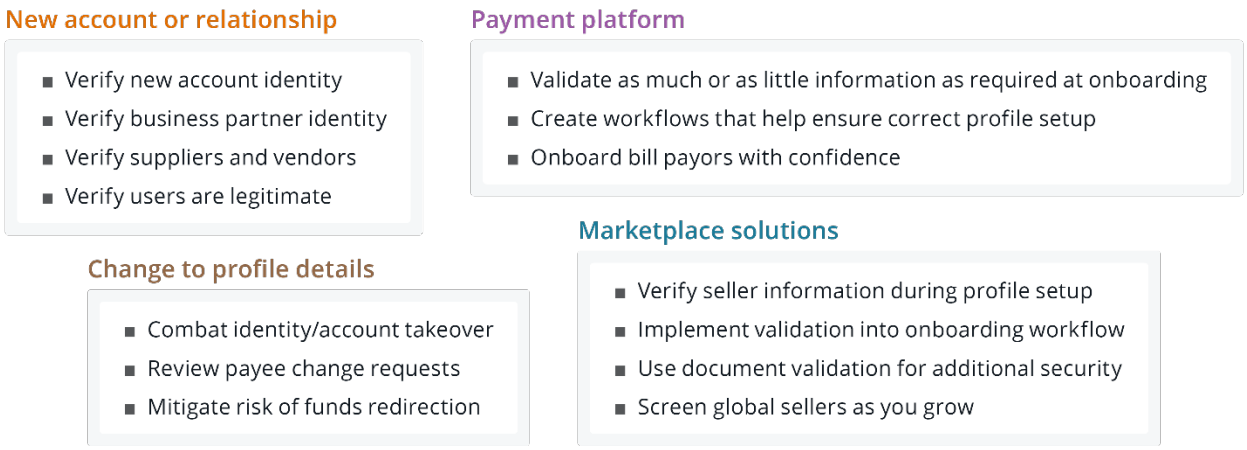


Figure 32

EVS provides two key verification functions

Identity Verification automates the verification of your individual client's or counterparty's personal identity data such as name, date of birth, address and government issued ID number(s) against internal and third-party sources prior to onboarding and initiating payments.

Business Verification automates the verification of a business entity's data such as a business' name, registered principal business address and government issued ID number(s). Also, you can expect verification of submitted related parties such as Underlying Beneficial Owners of the business and authorized signers.

EVS is currently in pilot and is expected to be generally available at the end of first quarter 2025. Please note product availability, features and functionality are subject to change.

How EVS works

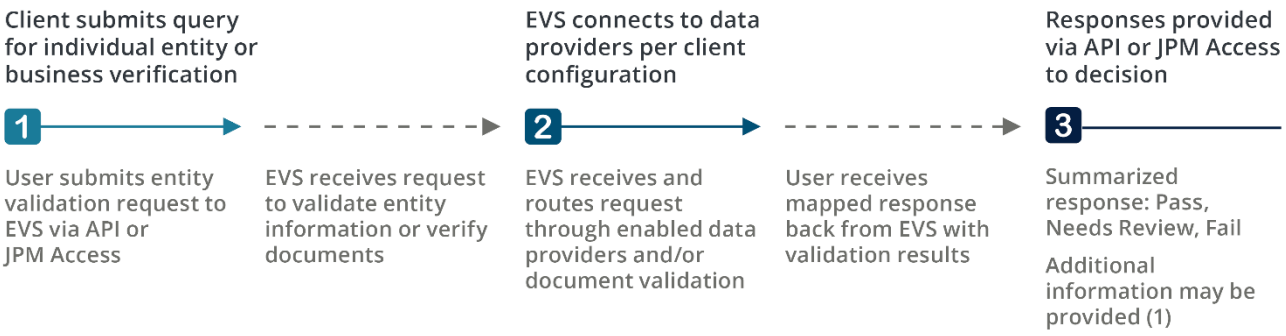


Figure 33

(1) May include underlying variance details, third party summary score, third party reason indicators

Help your business operate more smoothly—and securely

EVS offers many advantages to help your business:

- **Mitigates the risk of fraud:** Verify identity of those that you do business with—in real time—to onboard counterparties onto payments platform
- **Detect potential fraud:** Review information from payee change requests before updating details, mitigating risk of redirection of funds to unauthorized recipients
- **Increase operational efficiency:** Custom response mapping to support client decisioning based on internal payment risk tolerance, reducing operating costs of manual reviews
- **Accelerate expansion of marketplace solutions:** Validate counterparties for successful onboarding to your platform and be ready to sell and receive payments
- **Enhanced security:** EVS uses J.P. Morgans global network of trusted data sources and does not retain personally identifiable information

Make EVS work for you

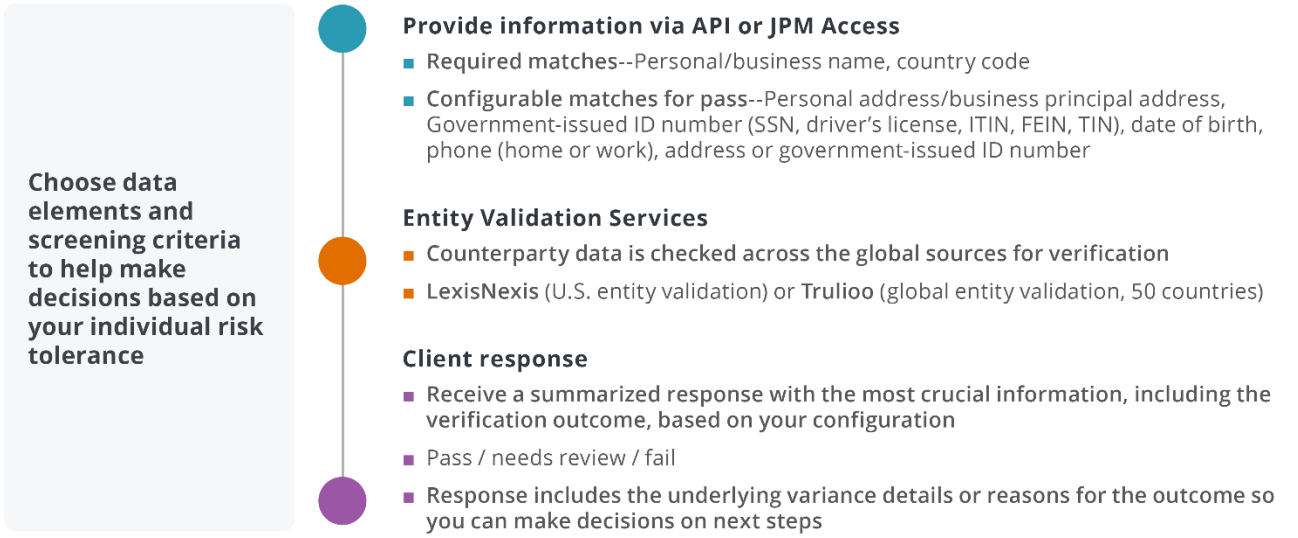


Figure 34

Notice:

These services are not intended to, and do not, satisfy any regulatory or other requirements for the establishment or maintenance of any Sanctions, Anti-Money Laundering, or Know-Your-Customer program. Clients using entity validation service products remain subject to and solely responsible for compliance with their own regulatory and sanctions obligations. Use of the services does not constitute a guarantee that transactions will be processed for verified or screened counterparties.

J.P. Morgan Concourse™

Our vision provides the City with the flexibility to **control your customer experience** while leveraging J.P. Morgan's access to payment channels as they come to life.

Our new digital platform, J.P. Morgan Concourse™, is a secure, digital experience for consumer and small business payments which encourages electronic payment adoption and reduces the burden of collecting, storing, and validating payee payment information. You can securely initiate electronic payments with just an email address.

Concourse offers the flexibility for the City to initiate payments to your counterparties intelligently and offer them a variety of payment options to choose from. You can opt to offer traditional payment methods such as same day or next day ACH, or you may choose more "instant" options, such as Zelle, J.P. Morgan Real Time Payments, or push to card (Visa or Mastercard-branded debit or reloadable prepaid card).

In the future, Concourse will also support Push to Wallet into the recipients' PayPal or Venmo wallet.

The City is in control, and we can easily add (or remove) methods of payment available as you desire. This flexibility even extends to changing options among different programs to meet respective line-of-business needs where regulatory requirements might exist.

Concourse is primarily positioned as a B2C payment solution that also supports the ability for vendors and suppliers (B2SB) to enroll and receive electronic payments.

Providing a streamlined and intuitive user experience to the customer

Our Concourse platform offers a **modern**, **intuitive** and **simple interface** to payees receiving payments from the City. Concourse offers automatic payment communications to payees via a City-branded email or SMS text. In addition, a City-branded customer portal is available where payees can review payment details and accept payments through their preferred payment method made by you.

We offer a seamless experience for the City's payees to select their preferred method of payment based on the payment options that you make available. Whether that individual is representing themselves or their small business, our model is designed to support the City's beneficiaries.

You can customize the payment reference information to make information available to payees in the Concourse interface, including adding specific legal verbiage or marketing adage.

Concourse provides the City the ability to apply customized content and styling to your payee facing portal while supporting multiple languages, such as English, French and Spanish.

Online and Mobile Portal

Concourse's online and mobile portals are **user-friendly** and enable your payees to accept electronic payments **quickly** and **efficiently**.

Concourse is highly configurable to match the look and feel of your organization. It supports robust branding and style customizations on the website. You can include your logo, colors and themes, and terminology. In addition, you have the option to co-brand with the Chase logo, providing your payee with additional assurance that a trusted financial services provider powers their payment experience.

Concourse's online and mobile portals provide an **integrated experience**. The mobile portal automatically adjusts the layout when using a mobile device. This technique, known as responsive design, provides a unified way for the City to integrate desktop and mobile user experiences into your payment process.

Concourse supports a variety of digital workflows that can be configured to the specific use cases you want to support, including:

- Enrollment to receive recurring electronic payments
- Guest checkout for one-time payments
- Viewing historical payments and remittances
- Viewing and editing user profile information

The City's Concourse portal can be integrated with your existing website in one of the following ways:

- **Direct Access URL:** A web address that is specific to your Concourse portal and can be distributed to your payees
- **Secure Session Transfer:** Place a session transfer button on your website that can link directly to your Concourse logon page using HTML (POST), or securely transfer an authenticated payee directly into Concourse without having to log on a second time
- **Embedded Widgets:** Leverage your existing supplier (payee) portal and embed Concourse screens to display or capture payment methods, giving you peace of mind knowing all payment information is stored securely on Concourse servers
- **API Only:** Build your own payee experience using our security and our payment capabilities. Concourse securely stores your payee's bank account information for payees to use for future payments

Concourse's online and mobile portal is designed to provide your payees with **seamless** and **efficient self-service** capabilities. Concourse's extensive configurability serves clients across a broad spectrum of industries and verticals. It is specifically positioned to help the City achieve your payables goals.

The City supplies your payee's email address, payment amount, name and desired remittance data to send a payment through Concourse.

We then send an email to your payee that contains a link to launch our intuitive payee portal—branded to the City.

- The payee has the option to accept the payment and enter in their preferred payment method
- Accepted payments are sent into the payee's account
- For rejected payments, you have the option to have us print and mail a check
- You determine the remittance data that is provided to the consumer and the length of time the consumer has to accept a payment offer before it expires

If the payee does not accept the payment offer in the designated time, you can have us turn the payment offer into a mailed paper check with no further action needed from you.

ACH eLockbox overview

We offer you an electronic payment consolidation service to help you save time, improve productivity and reduce costs.

Here's how we can help you streamline receivables posting with this service:

- Consolidation of electronic payments received from multiple sources into a single deposit
- Quickly crediting your account on the morning of the next business day after receipt of payments
- Convenient posting to your back-office system because our Transaction Repair service allows you to review and repair exception items online
- Streamlined single accounts receivable data file that's uploaded into your back-office system

WHY WORK WITH US?

We offer eLockbox consolidation for bill payments and remittances from more than 70 providers, including Fiserv, FIS, MasterCard RPPS, IPP, ORCC, i-Pay, MoneyGram, Western Union, Yodlee, U.S. Government agencies, and the Federal Reserve Bank, among others, enabling you to streamline your accounts receivable update process.

Benefits of our approach to **ACH eLockbox**

Streamlined processing via consolidated, straight-through consumer, business or government processing	**Accelerated availability** and improved productivity through reduced mail, processing and check clearing float
Expedited exception handling and data validation to improve your remittance and posting accuracy	**Increased security** using a unique account number that our back office maps to your actual bank account number
Payment settlement time decreased to one or two days—down from four to seven days	**Lower overall cost** associated with payment processing and application

Transaction Repair is available through J.P. Morgan Access

We designed Transaction Repair to help you review and repair exception items online for faster posting to your back-office system. Just submit returns and notifications of change to your originators online through our Transaction Repair service or J.P. Morgan Access Transaction Services to correct future issues and improve straight-through processing.

GIVING YOU AN ADVANTAGE

ACH eLockbox service improves consumer satisfaction through faster:

- Payment posting
- Research
- Problem resolution

How ACH eLockbox works

- First, the City notifies your payment processors to send the payment files directly to your ACH eLockbox. We work with each processor on your behalf to complete the payment redirection.
- Your customers send you payments electronically (e.g., online banking, credit cards, bank by phone, government remitters).
- After validating the billing account numbers and data match each transaction, we consolidate the payments automatically on receipt.
- A single credit, along with remittances, posts to your account—all in the same business day.

ACH eLockbox: How it works

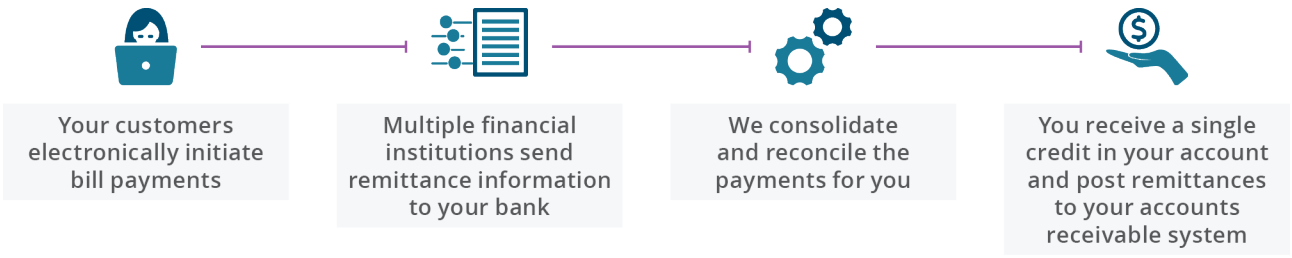


Figure 35

Added security

We help protect your account information by issuing you the City-specific account number that's used to collect payments into your ACH eLockbox account. This account number is translated to your actual account number by our back office.

Streamlined information reporting

We format daily remittance data into either our standard accounts receivable format or your proprietary format, such as:

- Billing data
- Corresponding dollar amounts
- Transaction edits

Data gets routed directly to your back office through ACH eLockbox. Plus, we provide batch ranges for the electronic payments.

We also offer you the choice of integrating the data into our file management service (File Transmission Receivables and Advising Reporting), which retrieves and consolidates lockbox, ACH and wire payment details and transmits it to your accounts receivable system.

Improved settlement and customer service

With ACH eLockbox, you have access to timely payment information, which allows you to respond to your customer inquiries without delays. It also helps you avoid unnecessary service disruptions by shortening the payment settlement process by up to two days.

Efficient exception processing

With ACH eLockbox you receive an exception report that shows where payment edits failed. This helps you reduce manual exception processing hassles and collection costs linked with your bill payment service providers' "check and list" information. As a result, your staff can:

- Address and return exceptions more quickly to the originator
- Have notification of changes automatically sent to the payment originator for payee database updates
- Search and view remittance information online
- Return transactions and submit notifications of change to originators to correct future transactions

Remember to submit returns and notification of change requests using our Transaction Repair service or through J.P. Morgan Access Transaction Services.

ACH eLockbox Transaction Repair

Transaction Repair is an option through J.P. Morgan Access that streamlines the exception process. Use Transaction Repair to review and repair exception items online for faster posting to your back-office system.

We match incoming transactions against your posting rules (e.g., customer reference number or account number) and send you a list of exceptions to review and repair online via the online portal to facilitate posting.

Transaction Repair allows you to return transactions you cannot post or submit notifications of change electronically to the originators to correct future transactions to improve straight-through processing.

Additionally, you can:

- Act on and validate payments from your customers to accept incoming CIE, CCD, CCD+, CTX, web, TEL, PPD and PPD+ transactions
- Automatically receive and review transactions that don't meet your edit/validation instructions and correct these transactions securely online

When we receive your online corrections by the established cutoff time, we will remit the corresponding payments to you in your designated eLockbox posting file that same day. Further reduce future exceptions with our Auto Repair feature, where any repairs you make will be automatically applied to any future incoming items with that same erroneous information.

ACH eLockbox Transaction Review and Repair: How it works

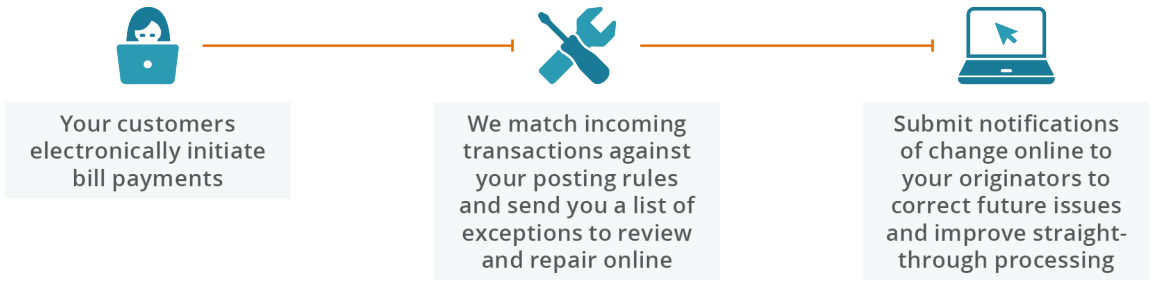


Figure 36

***Auto Repair Option**: Let us correct and repair transactions automatically and then send to you for automatic posting.*

Reporting, posting and funding

We post one payment to your bank account at the opening of bank business. This total correlates to the total of the detailed payment file transmitted to you. The daily posting files and other standard reports are delivered through J.P. Morgan Access.

ACH eLockbox funds movement timeline

Figure 37

** Subject to applicable cutoff times.*

Convenient cutoff times

- Opening of bank business: We consolidate payment activity through 12:00 a.m. PT (subject to applicable cutoff times) each banking day and render settlement and data to you by the opening of bank business.
- Intraday payment file: We report intraday payments, whereby payments made by consumers or corporations that are received by us by 11:00 a.m. PT are reported to you by 2:00 p.m. PT.

Paymentus® J.P. Morgan relationship

Your constituents expect modern methods to view and pay their bills. J.P. Morgan has joined with Paymentus to offer a market-leading, paperless electronic bill presentment and payment solution. Through our collaborative relationship, we offer your customers a **seamless** and **fast payment experience**.

Our relationship with Paymentus, the industry-leading eBilling and payment solutions provider, unites innovative technology with the security and confidence of a world-class treasury and merchant services bank. The resulting solution, Digital Bill Payment, meets your needs for a simplified, secure and customizable experience. It gives your constituents the ability to pay when, where and how they want.

SIMPLIFY AND STREAMLINE

- Stay close to the payment life cycle
- Improve reconciliation
- Reduce paper float, improving working capital
- Expedite collections with electronic payments

Digital Bill Payment provides a single, integrated solution for web, mobile, interactive voice response (IVR) and in-person payments and more. Your constituents can easily view invoices electronically through an online portal and pay a single invoice or multiple invoices with:

- eCheck
- Credit or debit card
- Digital wallets
- In-person cash payments

Keeping it simple

As a fully hosted, single-vendor solution, Digital Bill Payment eases the burdens, pitfalls and fees that come with coordinating various systems. Our solution helps you better manage your billing and payment process. You get access to a spectrum of services and capabilities with one connection and one integration.

Digital Bill Payment provides you with an omni-channel payment solution to meet your current requirements and your future growth opportunities, including PayPal, Venmo and many digital wallets. **You choose** when and how you enable them—whether it's today or down the line as your needs change.

No cost services

In addition to our value-added services, J.P. Morgan strongly believes in delivering value without charging clients additional costs to use our services. The table below illustrates that commitment.

No cost services	
Notifications	Event notifications, including Payment Needs Repair, Transaction Completed, Balance Threshold, User Pending Approval and many more (over 50) to help manage your accounts.
J.P. Morgan Access Transaction Services	Provides 7 years of wire details for both incoming and outgoing USD wires.
J.P. Morgan Access Transaction Services	Offers 15 months of historical transaction information on all ACH originated and received payments.
J.P. Morgan Access Mobile	Provides authorized users with mobile access to account activity, ability to deposit checks and approve U.S. ACH, wires, account transfers and book transfers payments.
J.P. Morgan Access Help Center	The City is invited to join training webinars found online in the Access Help Center. Our webinars are live facilitator-led web conferences that include question and answer sessions that allow full participation between the audience and the presenter. You can register for training webinars via Access Help Center.
Online bank statements	Provides retention for 7 years of bank statements.

J.P. Morgan Payments Insights app

We also offer our J.P. Morgan Payments Insights app, which provides timely and relevant payments news and thought leadership.

The J.P. Morgan Payments Insights app makes it easy for treasury, payments, marketing and technology professionals to discover the latest digital and connected commerce insights from our experts.

Current and future app features		
Client Stories	Solution Insights	Event Insights
News	Videos	Podcasts

Download today

Search for J.P. Morgan Payments Insights in the Apple and Android app stores and download today.

APPLE

Scan with your phone or ctrl + click the QR code to download from the Apple Store

ANDROID

Scan with your phone or ctrl + click the QR code to download from Google Play

Section T - Additional Services

1. Please discuss the employee benefit programs for City employees and indicate if the bank would be able to participate in City-hosted employee benefits presentations.

Yes, we would be happy to participate in City-hosted employee benefits presentations. We have provided information on the following two services that City employees may find beneficial:

Chase Secure Banking

Chase Secure Banking is a low-cost banking product that can help provide consumers access to a checking account and traditional banking relationship, including those consumers new to banking or who have had trouble getting or keeping a banking account in the past.

Chase Secure Banking works like a traditional checking account but does not allow check writing or wire transactions (incoming or outgoing), and is designed to only allow the bank to authorize transactions against sufficient funds in their account so the consumer will not get overdraft fees.

With Chase Secure Banking, consumers can:

- Access Chase ATMs and branches
- Access the Chase Mobile app and Chase.com to check their balance, send money to friends and family, pay bills, and monitor their credit
- Deposit checks and get direct deposits from an employer
- Make electronic payments (ACH) and set up bill pay
- Use a debit card which is accepted almost everywhere Visa debit cards are accepted
- Access Chase Offers, available on the Chase Mobile app as a way to get more value from purchases

Consumers can sign up for Chase Secure Banking online at chase.com/securebanking or at any Chase branch location.

The monthly service fee for Secure Banking is $4.95/month ($60/year), which allows Chase to deliver a sustainable product, and also provides access to a significantly less expensive banking product for unbanked customers. Consumers can avoid the monthly service fee by having $250 in electronic deposits each monthly statement period. Product terms are subject to change.

The bank continues to innovate and develop products that meet the needs of the communities it serves. Its thousands of branches provide access to home lending, small business funding, and advice on reaching personal and business financial goals, in addition to personal banking needs.

Chase Home Lending Employee Benefit Program

The City's employees are invited in the opportunity to participate in the Chase Home Lending Employee Benefit Program. This program is a powerful program that provides your employees cost saving benefits on the financing cost of a new home purchase or refinance. This program also provides education and tools that can assist your employees in deciding whether buying or renting a home is the best solution.

The Chase Home Lending Benefit program is only available to employees and retirees of participating companies, universities or governmental agencies that host our offer on their HR/Benefits site. The Chase Home Lending Employee Benefit is supported by a high level dedicated team of Home Lending Advisors that will make certain employees have a team to personally guide them through the entire home lending process. The program and benefits are not currently available at any of our Chase Banking Centers.

There is no cost to the City to participate in the Chase Home Lending Employee Benefit Program. Once the City agrees to opt-into the terms and conditions and agrees to host our customized URL on your HR/Benefits portal, we will provide you with a dedicated URL giving your employees immediate and ongoing access to the Chase Home Lending benefits and online tools. To see a sample of the page we will create for you once your enrollment is received, click here.

A team of Home Lending Advisors are ready to serve your employees. Your employees will never need to visit a branch, and their entire mortgage process can be completed online, via the Chase MyHome app and over the phone.

Ready to enroll and/or learn more visit: www.Chase.com/ExclusiveBenefits.

2. What types of programs will your bank offer City employees to open accounts and have their paychecks direct deposited? What provisions will your bank make for employees to cash their checks if they do not have an account with your bank?

The City employees may be eligible to open a variety of Chase checking and savings accounts. Information regarding our consumer banking products and retail branch locations can be found at www.chase.com or by visiting any Chase retail branch.

We will cash the City's payroll checks drawn on J.P. Morgan with proper identification. You may elect to have fees charged to the payees or to absorb fees on behalf of the payees. This applies only to payees without Chase; Chase account holders will not incur fees. Reasonable thresholds will be established for you based on the expected activity and risk for the account. The threshold represents a maximum per check limit.

Section U - Compensation and Reimbursement

1. **Please describe how you intend to charge for banking, merchant, and cash management services. Provide a comprehensive and detailed fee schedule for the proposed services.**

   Banking services are charged via account analysis and if there is an amount owed, we debit monthly from the City's designated billing account.

   For merchant services, we debit monthly from the City's designated billing account.

   Please see Appendix 3 for our pricing proforma, Appendix 9 for our Commercial Card Consortium pricing and Appendix 10 for our Merchant Services pricing Schedule A.

2. **Detail all start-up, and any recurring fees.**

   Please refer to our pricing proforma in Appendix 3.

3. **Outline billing and payment expectations, including timing and method of payment.**

   As the standard option, J.P. Morgan offers monthly settlement with fees debited on the 15th calendar day of the month following the close of the billing period.

   Account analysis statements are generated monthly. J.P. Morgan's electronic billing statements are available online through J.P. Morgan Access on the sixth business day after the close of the billing period.

4. **Please define any "extra" services and describe if such services will be billed at a different hourly rate or describe other methods of billing for extra services.**

   Not applicable.

Section V - Additional Information

In this section, provide any other information that the Proposer believes is applicable to the evaluation of the proposal or your qualifications for providing the banking and merchant services set forth in this RFP. You may use this section to address the aspects of your services that distinguish you from others.

Leadership, quality, client advocacy, investment, along with unparalleled scale and commitment to delivering our services on your behalf, differentiates us from other providers and position us to help you achieve your treasury goals.

Differentiator: Industry-leading client service and implementation

Client service. J.P. Morgan earned a **Greenwich Excellence Award for customer service** in 2023. Based on our client survey for the second half of 2023, 88 percent of clients reported top overall satisfaction ratings with Commercial Banking Client Service, and agreed it is easy to do business with us. We are focused on delivering an outstanding service experience that is responsive, dedicated, proactive, engaged and experienced. Further, our expert team approach includes access to back-up support.

Implementation. In our 2023 post-implementation survey, nearly 90 percent of our Commercial Banking clients surveyed rated their overall experience post implementation as very good to exceptional. We know change can be hard and has a big impact on you, your team and your business. To simplify your banking experience, our onboarding model delivers simple, fast, digital and resilient access to the resources you need.

Differentiator: Insight into industry trends and best practices

Thought leadership. We can help you improve your ability to more effectively and efficiently manage cash while achieving operational cost savings, allowing you to focus on your strategic objectives. Our financial experts leverage their in-depth knowledge of current trends, challenges and opportunities in treasury management to provide tailored financial solutions to help you meet your goals.

Treasury optimization. We develop tactical, analytical outputs to help you with bank and account rationalization, centralized treasury structures, performance benchmarking diagnostics, payables and receivables optimization.

Guidance. Integrate a new treasury practice seamlessly as our dedicated Corporate Actions team shares guidance on mergers and acquisitions, spin-offs, divestitures and asset sales. We help you prepare by evaluating existing banking services and cash processes, developing customized treasury integration plans for specific transaction targets and constructing roadmaps to consolidate, simplify and scale treasury activity to improve visibility and overall efficiencies.

Differentiator: Safety and security

Cybersecurity. We invest significantly every year in cybersecurity to maintain our defenses and actively enhance our threat resiliency. While we do a lot by investing millions in cybersecurity annually to protect our systems, it's most critical to educate our clients—and you in turn, educate your employees—on how to take action to counter fraud and mitigate risk. We help keep you abreast of the latest potential threats with our webinars. And when you experience a threat, leverage our Cyber Security Operations Centers working 24/7 around the world with dedicated cybersecurity staff providing follow-the-sun coverage.

Safer payment methods. Besides providing fraud protection services like positive pay, we can help you accelerate conversion to electronic payments, use technology to monitor and reconcile transactions and outsource non-key functions, such as check printing.

As fraudsters become more sophisticated, we've collaborated with Early Warning to offer an authentication service for payer or payee account information prior to transaction processing. Let us help mitigate risk for your supplier payments and customer collections and curb the potential for fraudulent electronic activity and administrative returns.

Differentiator: Payment leader

Scale advantage: Capture scale from the firm that ranks #1 in U.S. dollar treasury and commercial clearing—as of 2023, processing $3.5 trillion in daily wire payments and $40.3 trillion in originated annual ACH payments. You benefit from later deadlines, faster clearing and operating efficiencies.

Proprietary platforms. Integrate payments seamlessly through our proprietary payments and imaging platforms, as well as commercial card and merchant processing solutions.

Industry influence. Our key industry positions in organizations like Nacha, the Faster Payments Task Force and the New York Federal Reserve lend us opportunities to impact the payment industry and share first-hand insight on modernizing payments and drive change for our clients. We translate that to better products and services for you.

Differentiator: Treasury integration

Open banking: For years we've supported integration of clients using SAP, Oracle, PeopleSoft, J.D. Edwards, Microsoft, etc. to our banking systems. We build upon our experience to help clients reduce implementation efforts by integrating value-added services through our collaboration with key ERP, TMS providers and FinTech.

API: This enhancement provides opportunities to explore new ways to deliver our capabilities, services and information to clients on-demand.

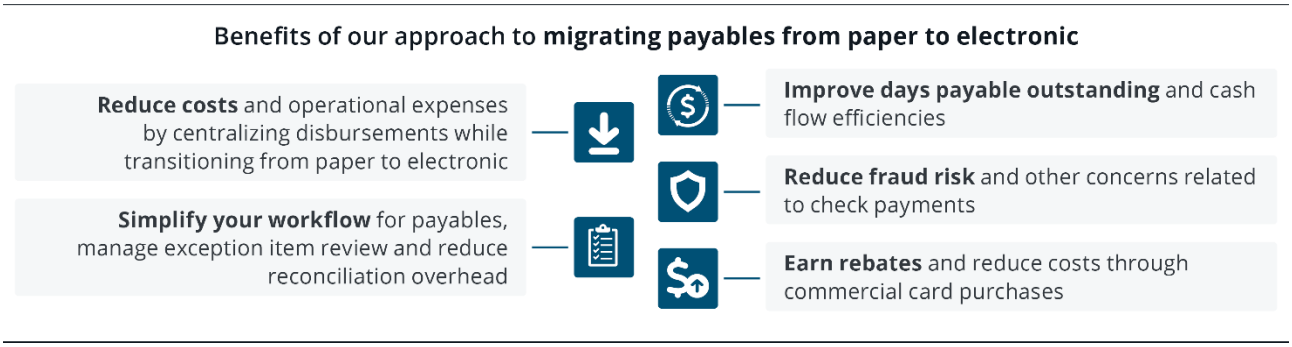
Enjoy seamless communication and a more fluid end-user experience as APIs accelerate the shift from batch to real-time processing. Additionally, APIs enable batch processing of payments across multiple banks and assist with information received to reconcile payments.

What can be better than saving money, boosting efficiency and reducing your environmental footprint?

In response to persistent competitive and regulatory pressures, organizations around the world are developing new policies and adopting best practices to boost financial performance, such as:

- Faster payments
- Fraud and risk mitigation
- Adoption of payments standard ISO 20022
- Environmentally responsible paper production and consumption practices
- Mobile and tokenized payments

Leverage your treasury strategy to improve working capital, reduce processing costs, mitigate risk and build a business case for automation.



We are here to help

Automating may be easier than the City thinks, and we are here to help. Get the help you need from our variety of tools to help treasury managers:

- Review current operations
- Develop a strategy to migrate to a paperless environment
- Reduce redundancy by adopting an electronic treasury platform

We are going where you need us to be. We are delivering on a global scale, all built on the same principle: valuing our relationships so we can make things easier for you.

We are building the business you have asked for so we can help you grow. Building relationships that last, we help you unlock a brighter future with solutions that match your needs and make your treasury operations more efficient.

Our connectivity vision involves fully hosted solutions that offer streamlined integration with leading Enterprise Resource Planning (ERP) and Treasury Management Systems (TMS) providers, as well as a growing API suite that provide enhanced experiences.

Focus on progress

First, the City may want to determine the electronic payment method that provides the optimal cost and efficiency benefits by treasury function, while also considering the steps that are easiest to implement.

Next, identify key barriers to meeting optimal automation and work with service providers to overcome them. Consider using enrollment/procurement portals and technology platforms to exchange invoice and remittance information.

Then, remember to decide how to measure success—establish goals and develop metrics to measure progress. Quantifying cost savings and benefits can help make a compelling business case to management. You may find it helpful to offer incentives to staff, customers and suppliers to accelerate the move to the electronic method of choice.

Moving from paper-intensive approaches to electronic processing

Figure 38

Making progress and moving from paper-intensive approaches to electronic processing is the key to realizing cost savings and a green treasury.

Keeping current and competitive

Our clients need to easily integrate innovative solutions into their daily business operations to take advantage of greater convenience, information accuracy and increased efficiency. We work closely with our clients to understand their current needs and anticipate future needs.

For example, J.P. Morgan has a long-term commitment to leading the industry's transition to electronic payments. We support the expansion of check image, Internet-based technologies and the use of artificial intelligence for improving transaction return processing and limiting administrative returns, as well as automating fraud detection and prevention efforts.

Leadership and influence

Our clients benefit from our industry influence. J.P. Morgan Treasury Services is an active member of industry forums and roundtables sponsored by groups such as the Bank Administration Institute (BAI), Association of

Financial Professionals (AFP), X9 Accredited Standards Committee, hardware/software vendors, the Federal Reserve and the National Automated Clearing House Association (Nacha).

Our involvement on boards and operational committees lends us opportunity to share the course and direction of the payments market. For example, our active participation on the Nacha Board of Directors, the Rules and Operating Committee and the Clearing House Payments Association, allowed J.P. Morgan to play an integral part in the formation of the new Nacha Same Day ACH Rule changes on behalf of our clients.

Blockchain

The promises and potential implications of blockchain technology are too significant to ignore. As part of our approach to blockchain, the Blockchain Center of Excellence (BCOE) was established in 2015 to execute a comprehensive distributed ledger technology strategy. J.P. Morgan is a member of the industry consortia Enterprise Ethereum Alliance and the Linux Foundation's Hyperledger Project. Our investments focus on research and development of blockchain solutions and applications of this brand-new industry-leading technology to bring value to our clients. The BCOE is engaged in:

- Building an industry leading, enterprise ready distributed ledger technology (DLT) stack by working with highly talented engineers and leveraging open source and in-house built systems
- Developing and maintaining strategic relationships with DLT providers, whether startups, established technology vendors or industry consortia
- Leading the industry's adoption of this technology via targeted and active participation in key industry forums and building relationships with other industry participants
- Working with industry regulatory and organizations to ensure legal, regulatory compliance and information risk considerations are evaluated and properly addressed when driving industry adoption

The pipeline of business use cases is constantly evolving and communication of our efforts within specific use cases is limited to what is disclosed in the press already. Two of these include cross-border wholesale payments processing and post-trade securities services

The firm sees a lot of potential with technology, which eliminates a redundant middleman by applying decentralized trust models while at the same time creating transparency and faster settlement of transactions.

J.P. Morgan is actively involved in both the business requirement development and engineering research and development work needed to bridge the gap between proof-of-concept and production technology. Mass adoption timing depends on cooperation and collaboration in the marketplace.

Innovation

Client feedback and demand drive the development, design and implementation of our product enhancements. We constantly evaluate existing product delivery platforms and processes, gathering information from direct customer contact, internal customer contact personnel, other banks and regulators.

An example of this commitment was the creation of new alerts and Transaction Services within our portal, J.P. Morgan Access. Clients asked to be alerted when there were issues with executing a wire transfer or when Fed or CHIP wire transfer funds were returned. These alerts are now available on the portal's home page.

Our financial strength and scale allow for significant investments in technology that enhance the bank's ability to provide ongoing improvements as technologies advance.

The bank's product and market management teams actively participate in the design and deployment of new and enhanced services. We continually innovate to enhance our client solutions, reduce processing costs and increase operating efficiency.

Minimizing disruptions

As any change or update we make to our products has the potential to affect our clients, we focus on minimizing disruption when adding new features and enhancing functionality. Our development teams have years of treasury management experience. Our track record for implementing product enhancements quickly and effectively speaks for itself. Additionally, because we do not outsource development, clients work closely with our development teams and bankers to fine tune solutions, implementation and operations.

Development of new services

We continually enhance services based on client input, product expertise and quality management feedback.

Benefit from our commitment to significant resources and investments into product development and technology upgrades to continuously improve service quality and product offerings.

We evaluate all ideas and opportunities to understand client needs, market trends and strategic fit, then drive opportunities through a disciplined product development process, with standard deliverables and value-based decisioning along with entrance and exit criteria.

Clients say our approach fosters lasting relationships and positions us as innovators

- **Assess**: Gather clients to confirm market penetration, competitive positioning and demand
- **Define**: Work with clients or prospects to evaluate the value proposition and proposed pricing models, and identify high-level requirement
- **Develop**: Engage clients in hands-on evaluation of the proposed product or user interfaces
- **Validate**: Live client interaction with production-ready capabilities to influence general availability and ongoing development schedule

Our New Business Initiative Approval Group manages product innovation and development life cycles by involving a cross-functional executive team. Hear about new bank initiatives and opportunities from John Wacaster.

Exhibits

Exhibit A – Banking Services Bid Form

Complete the attached Bid Form with pricing information (Attachment 3).

Please see our pricing for Exhibit A on the following pages.

Exhibit A

City of Murrieta - Banking Services Bid Form

This is a sample bid form, providing the City's current average monthly volumes. Please complete all of the items listed on this form. If the bank does not/cannot provide the service listed, please indicate this using "NP" for "no proposal", and if applicable, recommend an alternative service. If the proposing bank chooses not to use this form, the bid should include, at a minimum, the items listed on this form and estimated annual cost. Please add any additional services offered or provided that are not listed on this form.

Item	City's Current Volume (average per month)	Per Unit Cost	Total Monthly Cost	*Est. Total Annual Cost*
General Account Services				
Zero Balance Account - Base Fee (General)	1	$ -	$ -	*$ -*
Zero Balance Account - Maintenance (General)	1	$ 5.000	$ 5.000	*$ 60.000*
Zero Balance Account - Base Fee (Payroll)	1	$ -	$ -	*$ -*
Zero Balance Account - Maintenance (Payroll)	1	$ 5.000	$ 5.000	*$ 60.000*
Depository Services				
Armored Carrier Pickups	16	$ -	$ -	*$ -*
Armored Carrier Deposit	51.5	$ 2.000	$ 103.000	*$ 1,236.000*
Armored Carrier Deposit (currency and coin)	$6,403.70	$ 0.750	$ 4.500	*$ 54.000*
Cash Branch Deposit	12.30	$ 1.500	$ 18.450	*$ 221.400*
Cash Branch Deposit (per $1)	$10,264.00	$ -	$ -	*$ -*
Desktop Deposit - Monthly Base	1	$ 5.000	$ 5.000	*$ 60.000*
Desktop Deposit - Deposited Items	151	$ 0.050	$ 7.550	*$ 90.600*
Returned Item Service	1	$ -	$ -	*$ -*
Returned Item Chargeback	1.38	$ -	$ -	*$ -*
Redeposited Returned Item	1.33	$ 1.500	$ 1.995	*$ 23.940*
Deposit Correction	1	$ -	$ -	*$ -*
Positive Pay - General	415.8	$ 0.020	$ 8.316	*$ 99.792*
Positive Pay - Payroll	31	$ 0.020	$ 0.620	*$ 7.440*
Positive Pay Exception Checks Returned	4	$ 5.000	$ 20.000	*$ 240.000*
Payee Validation - General	415.4	$ 0.020	$ 8.308	*$ 99.696*
Payee Validation - Payroll	28.4	$ 0.020	$ 0.568	*$ 6.816*
Check Disbursement Services				*$ -*
Check Paid - Accounts Payable	418.2	$ 0.035	$ 14.637	*$ 175.644*
Checks Paid - Payroll	28.6	$ 0.035	$ 1.001	*$ 12.012*
Stop Pay - Manual	1.88	$ 10.000	$ 18.800	*$ 225.600*
Wire Transfer Services				*$ -*
Online Wire Templates	27	$ -	$ -	*$ -*
Incoming Wire - Domestic	1.44	$ 5.000	$ 7.200	*$ 86.400*
Outgoing Wire - Domestic	4.3	$ 2.000	$ 8.600	*$ 103.200*
ACH Services				*$ -*
ACH Module - Debit	1	$ 5.000	$ 5.000	*$ 60.000*
ACH Module - Credit	0	$ 5.000	$ -	*$ -*
ACH Deposit Items - General	144.4	$ 0.020	$ 2.888	*$ 34.656*
ACH Deposit Items - Payroll	75.5	$ 0.020	$ 1.510	*$ 18.120*
ACH - Same Day	5.2	$ 0.050	$ 0.260	*$ 3.120*
ACH - Future Dated Item	2384.5	$ 0.020	$ 47.690	*$ 572.280*
ACH Fraud Filter Review	10.2	$ 5.000	$ 51.000	*$ 612.000*
ACH Special Transmission	4.9	$ -	$ -	*$ -*
Credit Transactions Processed	279.5	$ -	$ -	*$ -*

Item	City's Current Volume (average per month)	Per Unit Cost	Total Monthly Cost	*Est. Total Annual Cost*
ACH Notification of Change	3.5	**$ 1.000**	**$ 3.500**	***$ 42.000***
Credit Cards				
Number of Ghost Cards	35	$ -	**$ -**	***$ -***
Monthly Average	$166,090.59	$ -	**$ -**	***$ -***
Number of Cal Cards	214	**$ -**	**$ -**	***$ -***
Monthly Average	$144,092.17	**$ -**	**$ -**	***$ -***
Online Reporting		**n**		
Previous Day Maintenance - General Account	1	**$ -**	**$ -**	***$ -***
Previous Day Maintenance - Payroll Account	1	**$ -**	**$ -**	***$ -***
Previous Day Reporting Items (combined)	895.5	**$ -**	**$ -**	***$ -***
Check Imaging	19	**$ 0.035**	**$ 0.665**	***$ 7.980***
Reconciliation Services				
Check - Positive Pay (General and Payroll)	2	**$ 20.000**	**$ 40.000**	***$ 480.000***
Sweep Account				
Sweep Account Base Fee	1	**$ -**	**$ -**	***$ -***
Sweep Account Position Report	1	**$ -**	**$ -**	***$ -***
Bank Supplies/Services				
Currency Furnished by Branch	$512.00	**$ -**	**$ -**	***$ -***
Endorsement Stamps	4	**$ -**	**$ -**	***$ -***
Deposit Slips	As Needed	**$ -**		***$ -***
Deposit Bags	As Needed	**$ -**		***$ -***
Grand Total:			**$ 391.058**	***$ 4,692.70***

Exhibit C – Relevant Cash Management Agreements

Agreement for Professional Services with the City of Murrieta

(PSA1 - Professional Services Agreement Template Final(962073.4)_202501101217579854 (2))

J.P. Morgan is willing to utilize the sample Agreement included in the RFP, subject to such terms being negotiated and mutually agreed to by both parties, and incorporating J.P. Morgan's account terms and service terms. The services contemplated by this RFP are standard financial services subject to particular requirements in the financial services industry, and as such, we have attached our form agreements for the services contemplated in the RFP. The account terms and service terms provided by J.P. Morgan relate directly to and articulate the specific services J.P. Morgan is proposing to the City of Murrieta. J.P. Morgan is amenable to discussing modifications to the agreements where appropriate to try and meet the City's needs. Further, if J.P. Morgan is mandated as the winning bidder, J.P. Morgan will negotiate the sample Contract with the City.

Exhibit D – Financial Statements and Ratings

Provide the most recent audited financial statements or annual report for the bank (a reference to electronic availability will suffice). Also include your current Standard and Poor's, Moody's, and/or Fitch credit ratings, where available.

JPMorganChase is a well-capitalized institution with a rock-solid foundation. Both the firm and the bank are routinely rated by industry experts Moody's, Standard & Poor's and Fitch. Ratings are shown as of March 1, 2025.

JPMorgan Chase & Co. credit ratings – as of March 1, 2025

	Moody's	Standard & Poor's	Fitch
Outlook	Positive	Stable	Stable
Long-term issuer rating	A1	A	AA-
Short-term issuer rating	P-1	A-1	F1+
Subordinated debt	A3	A-	A
Junior Subordinated	Baa1	BBB	BBB+
Preferred stock	Baa2	BBB	BBB+

JPMorgan Chase Bank, N.A. credit ratings – as of March 1, 2025

	Moody's	Standard & Poor's	Fitch
Long-term issuer rating	Aa2	AA-	AA
Short-term issuer rating	P-1	A-1+	F1+
Long-term domestic deposits	Aa1	N/A	AA+
Subordinated debt	Aa3	A-	A+

These credit ratings are provided for information purposes only. Credit ratings are solely the opinions of the rating

These credit ratings are provided for information purposes only. Credit ratings are solely the opinions of the rating agencies. J.P. Morgan does not endorse, and accepts no responsibility for, the credit ratings issued by the rating agencies. Credit ratings may be changed, superseded or withdrawn by the rating agencies at any time.

For the City's convenience, J.P. Morgan makes our financial statements and other publicly filed documents available through our website: https://www.jpmorganchase.com/corporate/investor-relations/annual-report-proxy.htm. This link provides past and current JPMorgan Chase & Co. Annual Reports, which include audited financial statements.

Attachment 2: Vendor Application & W9 Form

Please see the Vendor Application and W9 form on the following pages.

City business license comment and link.

JPMorgan Chase Bank, N.A. (J.P. Morgan) is a national banking association, organized and existing under the laws of the United States pursuant to a charter issued by the U.S. Office of the Comptroller of the Currency (OCC). Deposits in J.P. Morgan are insured by the FDIC as provided by law and regulation. JPMorgan Chase Bank, N.A. is a successor to institutions dating back to 1799.

https://sites.jpmchase.com/sites/todayjpmc/Pages/index.aspx#/template?id=1401&s=legalhome

Documentation

The sample documents cover the comprehensive set of products and services that may be offered to our Commercial Banking clients in general, and the standard package may include terms for products and services that are not within the scope of services currently proposed to the City. At the time of your implementation, and based on the specific services you elect to use, you will receive the applicable agreements to be executed from your implementation project manager.

- Sample account opening documents:
- Sample product and service terms and agreements:
- Sample consolidates service terms
- Sample master card agreement

J.P. Morgan has received City of Murrieta (CA), (the "**Solicitation**"), issued by City of Murrieta ("I**ssuer**") and is submitting its proposal or requested information in response (the "**Response**"), which outlines its product and service capabilities and/or pricing as requested in the Solicitation. The Solicitation includes requests that the bidder/proposer provide certain certifications or sworn statements (collectively "**Certifications**") and/or specific comments to or modifications of included standard terms and conditions, sample agreements, incorporated procurement rules, laws, and the like referenced in the Solicitation (collectively, "**Issuer's Standard Terms**"). In addition, the Solicitation may indicate that any response provided by bidders/proposers constitutes an acceptance of all Issuer's Standard Terms and concurrence with Certifications, unless expressly modified or objected to within the response.

J.P. Morgan has robust internal procedures under which Certifications and Issuer's Standard Terms are thoroughly reviewed and vetted, from a legal, business, and factual perspective prior to entering any agreement or offer that confirms the accuracy of Certifications (if any) and/or agreement to Issuer's Standard Terms. Except for those Certifications that we have specifically included within our Response, ("**Express Certifications**"), we have not invoked our internal review process in connection with any other Certifications or Issuer's Standard Terms that may be included within this Solicitation and, accordingly our Response should not be construed as and does not constitute any express or inferred acceptance of the other Certifications and/or Issuer's Standard Terms. Rather, in lieu of any agreement to Issuer's Standard Terms or attestation of matters contained within the Certifications, we have enclosed within the Response our standard Account Terms, Addendum to Account Terms, United States of America, Consolidated Service Terms and Master Card Agreement and other documents that may be required by us from time to time to provide products or services to you ("Account and Service Terms"). The current Account and Service Terms applicable to the services and types of accounts that are the subject of the Solicitation are included in Appendix 11. These are provided in addition to the other components of our Response, relative to product/service descriptions and pricing.

If we are awarded the business referenced in the Solicitation, or conditionally awarded the business, subject to agreement between us as to terms and conditions under which the services are to be performed and the certifications to be provided by J.P. Morgan, we will discuss modifications to these Account and Service Terms and incorporation of specific Certifications, where appropriate, to try to meet your needs and specific legal requirements applicable to you. These will be incorporated within a mutually agreeable contract between us. Please keep in mind, however, that J.P. Morgan's policies do not allow for:

- The provision of unlimited indemnities;

- Conveyance of intellectual property rights;
- Acceptance of liability except to the extent caused by our breach of contract, negligence, or willful misconduct;
- Acceptance of consequential, incidental, or special damages;
- Liquidated damages;
- Agreement to miscellaneous laws, regulations, ordinances, codes, etc. that do not on their face apply to J.P. Morgan as provider of the services that are the subject of the Solicitation; or
- Deviations from the insurance coverage J.P. Morgan carries

Except as modified by our negotiations following notification of award or conditional award of the business referenced in the Solicitation and set forth in the final agreement between us, we anticipate that the Account and Service Terms, as applicable to services and accounts contemplated by the Solicitation will be incorporated within such final agreement. Other that those matters that are expressly affirmed in the Express Certifications contained in our Response, any Certifications and/or Issuer Standard Terms that the Solicitation may otherwise impute to any bidder/proposer submitting a response thereto, are not incorporated into, and may not be inferred, as a result of this Response.

Know Your Customer (KYC)

J.P. Morgan is required to know its customer and to adhere to policies and procedures intended to meet those regulatory requirements that apply to safety and soundness and to fight against the funding of terrorism, money laundering and sanction related activities including performing certain transaction screenings. This means J.P. Morgan will request information about the City and its management and those having authority to transact business with J.P. Morgan in order for J.P. Morgan to comply with its policies and procedures. This is an ongoing requirement and the provision of services pursuant to this proposal and any additional products or services that may be requested is subject to and conditioned upon the ongoing satisfaction of those policies and procedures and compliance by the City with applicable law with respect to the services provided and J.P. Morgan's policies of which the City is informed.

Contract Length

If J.P. Morgan is awarded the contract, all pricing and fees included in this proposal shall remain fixed for a 3-year period from the start of the contract. Any extension period shall be subject to negotiation of mutually agreeable terms, pricing and fees.

Exceptions

J.P. Morgan has identified below the requirements, terms or conditions that we respectfully request be modified in accordance with our recommended revisions. We are willing to discuss mutually agreeable modifications to the contract terms. The proposed changes are indicated by comments in plain gray font, additions in ***italic, underlined, black bold text*** and deletions by ~~strikethrough, red text.~~

SECTION I

PURPOSE OF REQUEST FOR PROPOSAL AND GENERAL TERMS AND CONDITIONS

1.0 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The City of Murrieta Finance Department is currently seeking proposals from qualified financial institutions to provide comprehensive banking and merchant services for its bank accounts and related cash management. The primary objective of this proposal is to obtain the most efficient, high-quality services at the most reasonable cost. The City plans to establish a three (3) year contract with the option of two (2) additional one (1) year extensions, effective upon approval of the City Council.

J.P. Morgan agrees to enter into a contract that will be mutually agreed to by both parties, incorporating J.P. Morgan's account terms and service terms.

1.7 EXCEPTIONS

If a Proposer takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or the Agreement, they must do so in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

As a highly regulated financial institution and service provider to numerous public sector clients, Respondent is subject to certain banking and regulatory laws that may require Respondent to negotiate RFP specifications and contract terms. Respondent may request changes that are mutually agreed to in writing by both parties. Respondent reserves the right to make further comments and take further exceptions if awarded the mandate pursuant to this solicitation.

1.14 INSURANCE REQUIREMENTS

The City of Murrieta requires a certificate of insurance prior to the commencement of any work. Please see Exhibit E of the attached sample agreement for the City's insurance requirements.

The certificate of insurance will be provided upon award. Please see the document section above for additional information.

1.18 TERM OF THE AGREEMENT

The Agreement awarded through this RFP is expected to be effective for a period of 3 year(s), with the option of two (2) additional one-year extensions, ~~at the discretion of the authorized City representative~~ *as mutually agreed upon by the Parties.*

1.19 CONTRACTUAL DOCUMENTS

In the event of a conflict between documents, the following order of precedence shall apply:

- **1. City of Murrieta Agreement*, inclusive of all exhibits, attachments and appendices, including Respondent's Account Terms and Service Terms;***
- **2. City of Murrieta Request for Proposal*, as amended by Respondent's Proposal, inclusive of any exceptions.***
- **3. Proposal**

1.23 CONFLICT OF INTEREST

Proposers should identify any other public agency or private representation that may have a conflict of interest with the City of Murrieta.

The City requires a Statement of Economic Interests (Form 700) to be filed by any Proposer who is involved in the making, or participation in the making, of decisions that may foreseeably have a material effect on any City financial interest [reference Government Code § 82019].

J.P. Morgan and its affiliates may be providing treasury services, debt financing, equity capital or other services (including financial advisory services) to other companies, organizations or governmental entities with which you may have conflicting interests. J.P. Morgan does not believe that the provision of such services, products or financing arrangements in the ordinary course of its business to any such entity would interfere with its ability to provide the services contemplated by this proposal.

SECTION III

PROPOSER'S MINIMUM QUALIFICATIONS & EXPERIENCE

3.0 REQUIREMENTS

In addition to meeting all other requirements of this RFP, all responding Proposers shall furnish verifiable evidence that their organization and key staff can clearly demonstrate the experience, skill, and expertise necessary to successfully plan, implement, and provide ongoing banking and merchant services. Information shall include:

- **j. Evidence that Proposer is in compliance and good standing with the Community Reinvestment Act.**

  The most recent CRA performance examination completed by the Office of the Comptroller of the Currency covered CRA activities from January 1, 2014, to December 31, 2019, and resulted in an overall "Satisfactory" rating.

Agreement for Professional Services with the City of Murrieta

J.P. Morgan is willing to utilize to the sample Agreement included in the RFP, subject to such terms being negotiated and mutually agreed to by both parties, and incorporating J.P. Morgan's account terms and service terms. The services contemplated by this RFP are standard financial services subject to particular requirements in the financial services industry, and as such, we have attached our form agreements for the services contemplated in the RFP. The account terms and service terms provided by J.P. Morgan relate directly to and articulate the specific services J.P. Morgan is proposing to the City of Murrieta. J.P. Morgan is amenable to discussing modifications to the agreements where appropriate to try and meet the City's needs. Further, if J.P. Morgan is mandated as the winning bidder, J.P. Morgan will negotiate the sample Contract with the City.

Disclosure statement

This document was prepared exclusively for the benefit and internal use of the party to whom it is directly addressed and delivered (the "Organization") in order to assist the Organization in evaluating certain products or services that may be provided by J.P. Morgan.

Chase, J.P. Morgan, and JPMorganChase and InstaMed are marketing names for certain businesses of JPMorgan Chase & Co. and its affiliates and subsidiaries worldwide (if and as used herein may include as applicable employees or officers of any or all of such entities irrespective of the marketing name used). Products and services may be provided by commercial bank affiliates, securities affiliates or other J.P. Morgan affiliates or entities. In particular, securities brokerage services other than those which can be provided by commercial bank affiliates under applicable law will be provided by registered broker/dealer affiliates such as J.P. Morgan Securities LLC, J.P. Morgan Institutional Investments Inc. or by such other affiliates as may be appropriate to provide such services under applicable law. Such securities are not deposits or other obligations of any such commercial bank, are not guaranteed by any such commercial bank and are not insured by the Federal Deposit Insurance Corporation. We are not responsible for the performance of our partners, their continued service levels, or their ability to provide services.

The information herein does not purport to set forth all applicable issues and is not intended to constitute advice on legal, tax, investment, accounting, regulatory or any other matters. J.P. Morgan makes no representations as to such matters or any other effects of any transaction and shall have no responsibility or liability to you with respect thereto. You should consult with your own advisors regarding such matters and the suitability, permissibility and effect of any transaction. In no event shall J.P. Morgan nor any of its directors, officers, employees or agents be liable for any use of, for any decision made or action taken in reliance upon, or for any inaccuracies or errors in, or omissions from, the information herein. The information herein is not intended as nor shall it be deemed to constitute advice or a recommendation regarding the issuance of municipal securities or the use of any municipal financial products. J.P. Morgan is not providing any such advice or acting as the Organization's agent, fiduciary or advisor, including, without limitation, as a Municipal Advisor under Section 15B of the Securities and Exchange Act of 1934, as amended.

Money Market Funds:

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

You could lose money by investing in a money market fund. With respect to a money market fund that qualifies as a "retail" or "government" money market fund under applicable money market fund regulations, although the money market fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. In the case of a money market fund that does not qualify as a "retail" or "government" money market fund, because the share price of the money market fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. If a money market fund does not qualify as a "government" money market fund, effective October 14, 2016, the money market fund may impose a fee upon sale of your shares or may temporarily suspend your ability to sell shares if the money market fund's liquidity falls below required minimums because of market conditions or other factors. An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. A money market fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

For J.P. Morgan Funds – Call 1-800-766-7722 for a fund prospectus. You can also visit us online at www.jpmorganfunds.com. Investors should carefully consider the investment objectives and risk as well as charges and expenses of the mutual fund before investing. The prospectus contains this and other information about the mutual fund. Read the prospectus carefully before investing. JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is a subsidiary of JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. may receive compensation from the fund, the management company for the fund and/or the distributor of the fund for providing services as described in the prospectus for the funds. Affiliates of JPMorgan Chase & Co. also receive fees for providing various services to the funds. Securities may be provided by J.P. Morgan Institutional Investments, Inc., member FINRA/SIPC.

For Third Party Funds – The distributors of the third-party funds are not affiliated with J.P. Morgan. J.P. Morgan may receive compensation from a third-party fund, the management company for the third-party fund and/or the distributor of a third-party fund for providing services as described in the prospectus for the funds.

For all Funds – Carefully consider a fund's investment objectives, risks, charges and expenses before investing. This and other important information is included in the fund's prospectus, which should be read carefully before investing. Prospectuses for mutual funds can be obtained by contacting your relationship manager.

This proposal is subject to and conditioned upon a mutually agreeable contract between the Organization and J.P. Morgan. J.P. Morgan also requires execution of all applicable product and service agreements. Implementation of products and services is subject to and conditioned upon the condition of satisfactory completion of J.P. Morgan's "Know Your Customer" due diligence and meeting product requirements. These steps are included in J.P. Morgan's client onboarding process.

This document may contain information that is confidential and/or proprietary to J.P. Morgan, which may only be used in order to evaluate the products and services described herein and may not be disclosed to any other person. Such information is marked "confidential" and may not be copied, published or used, in whole or in part, for any purpose other than as expressly authorized by J.P. Morgan.

Additionally, this document may contain content pertaining to J.P. Morgan initially generated by AI or other automated technologies.

To help the United States government fight the funding of terrorism and money laundering activities, U.S. law (Section 326 of the USA PATRIOT Act) requires banks and certain other financial institutions to obtain, verify, and record information that identifies each client that opens an account. What this means for our clients: Before opening a new account, we will require you to provide name, address, taxpayer identification number, and other information and/or documentation that will allow us to identify the account owner(s), as required by law.

Please note that we do not issue cards and prohibit use of our cards in any country against which the United States has imposed sanctions. A current list of such sanctioned countries, as well as information about sanctions, is available on the U.S. Department of the Treasury website: treas.gov/offices/enforcement/ofac.

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If this is a Commercial Card product proposal, this proposal is valid for 60 days from March 7, 2025. J.P. Morgan reserves the right to amend this proposal thereafter.

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This document does not constitute a commitment by any J.P. Morgan entity to extend or arrange credit.

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J.P. Morgan supports sustainable business practices and adheres to the principles of environmental sustainability wherever possible.

CONTACT US

VERONICA VILLASENOR
Relationship Manager
12860 El Camino Real, Fl 2
San Diego, CA 92130
(858) 284-5810
veronica.villasenor@jpmorgan.com

JOHN WACASTER
Treasury Management Officer
3 Park Plz, Fl 09
Irvine, CA 92614-8505
(949) 833-6637
john.wacaster@jpmorgan.com

RFP for Banking & Merchant Services

Proposal Addendum for City of Murrieta

June 25, 2025

Cynthia Rockwell
Purchasing & Contracts Coordinator
1 Town Square
Murrieta, CA 92562

Dear Cynthia:

On behalf of JPMorgan Chase Bank, N.A., (J.P. Morgan), thank you for the opportunity to present our response to the City of Murrieta's (the City's) Request for Proposal (RFP) for Banking and Merchant Services on March 10,2025. It has been our distinct privilege and pleasure to engage in conversation with the City over the last several months to refine our proposal in a Best and Final Offer (BAFO) process.

We offer the following as clarifications/updates to the original terms of our proposal dated 3/10/25:

1) Purchase card rebates in alignment with the grid on p. 268 of RFP response. Additional rebate can be earned by either paying faster (up to +14 bps additional) and/or implementing JPMorgan's virtual card solution. Our virtual card solution is a leader in the market and on average, we grow program spend of +189% versus other banks. In short, we would be happy to help the City drive spend adoption resulting in increased rebate revenue.

2) Ability for armored car fees to be included in account analysis.

3) Adjustment of the contract term from 3 years with 2, 1-year extensions, to 5 years with 2, 1-year extensions

4) Expansion of the account analysis fee waiver from 9 months or $6,000 (whichever comes first) to 12 months valued at $8,000 (whichever comes first)

5) Revision of the Hybrid DDA interest offered to the City to:

    a. 3.85% on balances of $110M or greater

    b. 3.75% on balances over $75M

    c. 3.50% on balances below $75M

    As discussed, our goal would be to maintain a dialogue so that we are aligned with the City's plans in terms of liquidity management. Similarly, the bank manages its rates actively and the above rate offerings are subject to adjustment based on market conditions. While consistency is our goal, our approach is to assess trends over time and adjust accordingly in the context of an open dialogue with the City.

6) In addition to the City's Banking Services Bid Form included in Exhibit A of our RFP response, we had included a Pricing Proforma in Appendix 3 which included pricing for some elements that could not be included in the Bid Form. We have attached an updated proforma that excludes the cost to insure the balances ("Balance Based Charges" on page 3 of the proforma in the amount of $11,753.42). The City

still will be paying this pass-through cost to insure deposits, however this cost (approximately 13 basis points) was already deducted from the Earnings Credit Rate (ECR) we originally offered of 2.92%. In other words, our ECR offering is essentially 3.05% but is 2.92% minus that cost. Hopefully this should make it easier to compare total monthly banking fees across bank proposals. JPMorgan's estimated monthly banking fees based on volumes provided are approximately $700.

We stand ready to answer any questions or provide any additional clarifying information needed. Please do not hesitate to contact me should the need arise.

Sincerely,

Veronica Villasenor

Relationship Manager
(858) 284-5810
veronica.villasenor@jpmorgan.com

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 13.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Evan Crockett, Management Analyst - Finance

SUBJECT:
Agreement with Spicer Consulting Group for Community Facilities Districts Formation, Annual Administration, and Other Special Services

RECOMMENDATION

Approve an agreement with Spicer Consulting Group for Community Facilities Districts formation, annual administration, and other special services not to exceed $74,999;

Authorize the exemption from bidding requirements; and

Authorize the City Manager to execute the agreement.

PRIOR ACTION/VOTE

On September 7, 2022, the City Manager approved an agreement between the City of Murrieta and Spicer Consulting Group, a California Limited Liability Company (Consultant), to conduct a long-term General Fund analysis related to the fiscal impact of new development on Public Safety Services and the formation of a Safety Services Community Facilities District.

CITY COUNCIL GOAL

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

DISCUSSION

On September 7, 2022, the City of Murrieta (City) approved an agreement with Spicer Consulting Group (SCG) to conduct a long-term General Fund analysis related to the fiscal impact of new development on Public Safety Services and the formation of a Safety Services Community Facilities District (CFD). The engagement necessitated a two-phase approach to evaluating the fiscal impacts of new development on public safety services and supporting the formation of a Public Safety CFD.

Phase I involved conducting an analysis to understand the impact on public safety services and a comprehensive fiscal analysis to determine impacts on the City's General Fund. Phase I included a revenue analysis of new residential development, specifically evaluating sources such as property tax, sales tax, and franchise fees. Their analysis incorporated information from various documents, such as the General Plan, biennial budget, and the long-term financial plan, to identify the funding gap and estimated costs associated with adding public safety personnel and operating resources needed to maintain the current service level.

Phase II focused on establishing a Public Safety CFD to mitigate increased demands on police, fire, ambulance, and paramedic services resulting from new development. The CFD rate structure is guided by the fiscal impact findings from Phase I, ensuring new development contributes equitably to the cost of maintaining public safety services.

As a result of the engagement with SCG, the City has established a citywide annexable CFD for public safety services (CFD 2025-S), maintenance services (CFD 2025-2), and development-specific facilities CFDs for infrastructure financing. The table below summarizes the established CFDs and annexations.

CFD Public Safety Services

Development	CFD No.	Tax Zone
Discovery Village	2025-1	Original
Rustic Meadows	2025-S	Original
Kensington Apartments	2025-S	Original

CFD Maintenance Services

Development	CFD No.	Tax Zone
Discovery Village	2025-2	Original
Rustic Meadows	2025-2	Annexation No. 1
Kensington Apartments	2025-2	Annexation No. 2

CFD Facilities

Development	CFD No.	Tax Zone
Discovery Village	2025-3	Original
Rustic Meadows	2025-4	Original

Now that these CFD formations are complete, the City desires and is in need of annual administration services. The objective of this new engagement with SCG is to provide administrative support to the City's recently formed CFDs for infrastructure financing, maintenance services, and public safety services. As these newly formed CFDs begin to realize new development, SCG will evaluate the development status of each parcel and determine how much to levy on the property tax bill to cover the expected costs for the upcoming fiscal year in time for the annual enrollment of property taxes to the County. SCG will prepare the budgets for City review and approval, determining the appropriate amount to levy. The proposed annual levy will be

brought to the City Council for approval, as currently occurs for existing districts.

Murrieta Municipal Code Section 3.08.280(D) permits exceptions to the competitive bidding process. Since SCG established the referenced CFDs, has in-depth knowledge of the City's financial condition and future plans, and can ensure continuity of services with minimal disruption, City staff recommends entering into a new agreement with SCG for CFD formation, annual administration, and other special services. Staff plans to issue a Request for Proposal for CFD services prior to June 2026.

FISCAL IMPACT

The fiscal impact associated with the annual administration for CFD 2025-S (Safety Services), CFD 2025-2 (Maintenance Services), Annexation No. 1, and CFD 2025-4 (Rustic Meadows) is $9,000. The annual administration services are paid for by the special district administrative funds; therefore, there is no impact on the City's general fund.

Description	Rate
A. CFD 2025-S (Safety Services)	$1,500
B. CFD 2025-2 (Maintenance Services) Zone 1	$2,500
C. CFD 2025-4 (Rustic Meadows)	$5,000
Total	**$9,000**

The Consultant proposes a fixed fee schedule below for CFD Formation, Annexation, and Bond Issuance Services, should they be needed during Fiscal Year 2025/26. The costs for the services may be recovered through developer deposits and bond issuances.

Services	Fee
A. CFD Formation Services	$25,000
Plus: per Improvement Area	$5,000
B. Bond Issuance Services	$25,000
C. CFD 2025-S (Safety Services) Annexation Services	$10,000
D. CFD 2025-2 (Maintenance Services) Annexation Services	$12,500

ATTACHMENTS

1. Agreement with Spicer Consulting Group for Community Facilities Districts Formation, Annual Administration, and Other Special Services

AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA ("CITY")

Project Name/Description ("**Project**"): Community Facilities Districts formation, annual administration, and other special services

Contract Number:

Consultant Name ("**Consultant**"): Spicer Consulting Group

Consultant Business Type:Limited Liability Company (LLC)

Consultant Address: 41880 Kalmia Street, Suite 145, Murrieta, CA 92562

Consultant Representative Name and Title ("**Consultant Representative**"): Shane Spicer, Managing Director

Consultant Representative Work Phone and Email: (951) 208-7870, shane.spicer@spicercg.com

Termination Date: September 30, 2026

Total Not-To-Exceed Contract Amount ("**Contract Sum**"): $74,999

City Department Contact ("Department Contact"): Javier Carcamo

Department Contact Work Phone and Email: (951) 461-6090, JCarcamo@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 Consultant to provide professional services as further set forth herein.

As result of the existing signed agreement dated on September 7, 2022 with Spicer Consulting Group to provide Community Facilities Districts (CFDs) formation services, the City desires to enter into a new agreement to engage Spicer Consulting Group to assist the City with new CFD formation, manage the recent CFD formations, and provide annual administration services until September 30, 2026. Prior to September 30, 2026, the City will circulate a Request for Proposals for CFD formation, annual administration, and other special services.

Consultant submitted a proposal to City to provide the above-described professional services.

City is recommending to enter into a new agreement for annual CFD services considering the Consultant has prior knowledge of City's financial condition, understands City's future endeavors and to minimize interruption in the services.

Click or tap here to enter text.

AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA ("CITY")

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into as of the effective on the date executed by the City by and between CITY OF MURRIETA, a California municipal corporation ("**City**") and ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**." In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

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

1.2 Consultant's Proposal. The Scope of Services shall include the scope of services or work included in Consultant's proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

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

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

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

1.7 Prevailing Wages. If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance.

2.2 Invoices. Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this

Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

3.0 Time of Essence. Time is of the essence in the performance of this Agreement.

3.1 Term. The Agreement shall commence and become effective upon the date executed by the City and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final

and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representative of Consultant. The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Department Contact for City. The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

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

4.4 Independent Contractor. Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer,

employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 <u>Indemnification.</u>

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

legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5.3 **Professional Liability**. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful

act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

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

6.2 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

6.3 Confidentiality and Release of Information. All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other

information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Suspension, or Termination, Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension,

without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

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

7.4 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

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

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

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

7.9 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such

litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

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

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices. Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of

City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

9.4 Integration; Amendment. This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.

9.5 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

9.7 Corporate Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party,

(iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.8 **Federal Funding**. If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Justin Clifton, City Manager

ATTEST:

Effective Date:

_____
Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Tiffany Israel, City Attorney
Date:

CONSULTANT:

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

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

COMMUNITY FACILITIES DISTRICT FORMATION SERVICES

Kickoff Meeting and Gathering Information: SCG will participate in regular meetings relating to the financing of the project. We will work to establish lines of communication and gain understanding of the specific goals, components and criteria to meet the City and the project's needs. SCG will meet with the City's Staff, legal counsel, team of consultants and project proponents to confirm the CFD's schedule of events, procedural and financial considerations, establish the appropriate land use classifications and discuss and identify the boundaries of the proposed CFD.

Data Collection: SCG will obtain the latest assessor's parcel maps and equalized tax roll information from the Riverside County Assessor's Office for the parcels within the proposed District, and Geographic Information System (GIS) shape files for creating the database and for mapping the proposed boundaries of the CFD.

Tax Spread: SCG will recommend a special tax structure by establishing a Special Tax formula for the necessary revenues to cover the approved public facilities improvement costs including administrative costs. Based on the proposed structure of the Special Tax formula, SCG will determine the appropriate methodology for allocating the costs to the various land use classifications and maintain consistency with the previously approved methodology of the City's Goals and Policy for public financing.

Rate and Method of Apportionment: SCG will prepare a proposed Rate and Method of Apportionment (RMA) that takes into consideration the various land use classifications, tax zones and improvement areas, and provides the necessary flexibility for a variety of developments to be included in the CFD. The RMA will take into consideration: clarity of language in the definition of terms, ability of the property to be assigned to different tax classifications, and presence of a mechanism to levy taxes in the event of a change in projects and usage.

Public Report Preparation: SCG will prepare the CFD public report, including a description of the facilities to be included and projected annual special tax and present it to the City Council at the Public Hearing.

Boundary Map: SCG will prepare the Boundary Map illustrating the boundaries of territory proposed for inclusion in the district capturing the entirety of any parcel subject to taxation by the proposed district. The map shall meet the requirements of the Mello-Roos Act and the Riverside County Recorder's Office. Additionally, SCG will record the map with the Recorder's Office on

behalf of the City.

Document Review and Preparation: SCG will review and prepare the required documents for the formation of the CFD. SCG will also assist the formation team in reviewing staff reports, resolutions, election materials and bond / legal documents for the formation of the CFD. SCG will assist in document preparation related to the CFD formation, presentation to the City Council, rating agencies, investors, and other stake holders as appropriate.

Notice of Special Tax Lien: SCG will prepare and provide a list of Assessor's Parcels for the Notice of Special Tax Lien and records the notices.

Landowner Election: SCG will prepare a list of the owner names and acreages and obtain a certificate from the Registrar of Voters whether confirming there are, or are not, registered voters within the boundaries of the CFD.

Consulting Services: SCG will provide consulting services and advice to the City as necessary, including due diligence to ensure accuracy in the process and clear written documentation in our approach when structuring the Rate and Method of Apportionment and the Special Tax roll. SCG will assist with other duties as assigned by the City and /or its financial advisor.

Meetings: SCG will attend two (2) informal meetings or hearings held for the purpose of disseminating information to the public, including attending property owner meetings requested for property owner associations (POA) that may request to annex into the CFD. Prior to such meetings or hearings, SCG will be prepared to make a complete and factual presentation. We will also attend two (2) public meetings, as required by the appropriate improvement act(s), fully prepared to present necessary testimony and respond to public comments.

Landowner Election: SCG will prepare a list of the owner names and acreages and obtain a certificate from the Registrar of Voters whether confirming there are, or are not, registered voters within the boundaries of the annexation.

Notice of Special Tax Lien: SCG will provide a list of Assessor's Parcel for the Notice of Special Tax Lien and record the notices.

COMMUNITY FACILITIES DISTRICT BOND SALE SERVICES

Kickoff Meeting and Gathering Information: The purpose of this task is to establish lines of communication and gain understanding of the specific goals, components and criteria to meet the City's needs. SCG will meet with City Staff, legal counsel, team of consultants and project proponents to confirm the CFD's schedule of events, procedural and financial considerations, establish the appropriate land use classifications and discuss and identify the boundaries of the proposed CFD.

Data Collection: SCG will obtain the latest assessor's parcel maps and equalized tax roll

information from the Riverside County Assessor's Office for the parcels within the proposed District, and Geographic Information System (GIS) shape files for our in-house GIS platform.

Bond Documents Table Preparation and Review: SCG will prepare and provide final calculation to the finance team for inclusion in the Preliminary Official Statement (POS) and Official Statement (OS) to include: i) Assessed Values; ii) Assigned Special Taxes; iii) Delinquency; iv) Overlapping debt table; v) Sample tax bill; vi) Value-to-Lien ratios; vii) Top ten property owners; and viii) Aggregate tables. SCG will review the POS, OS and other legal documents as they relate to any items included in the CFD Public Report, the boundary map and any tables SCG provides.

Vicinity Maps: SCG will prepare location and area maps for inclusion in the POS and OS.

Special Tax Certificate: SCG will prepare and sign the Special Tax Consultant Certificate that certifies that the maximum special tax rates are sufficient to meet debt service requirements and coverage ratios for bonds to be issued.

COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES) ANNEXATION SERVICES

Gathering Information: SCG will meet with the City's Staff, legal counsel, team of consultants and project proponents to confirm the annexation schedule of events, procedural and financial considerations, establish the appropriate land use classifications, and discuss and identify the boundaries of the proposed annexation.

Data Collection: SCG will obtain the latest assessor's parcel maps and equalized tax roll information from the Riverside County Assessor's Office for the parcels within the proposed Districts, and Geographic Information System (GIS) shape files or the annexation.

Services Data: SCG will coordinate with the City in determining what the necessary levels of services that would be required for proper allocation per the Rate and Method of Apportionment for the annexation.

Public Safety Tax Rates: SCG will establish a Special Tax Rates for each annexation determining the necessary revenues to cover operations costs including administrative costs. Based on the structure of the Special Tax formula, SCG will determine the appropriate methodology for allocating the costs to the various land use classifications consistent with the previously approved methodology of the City's safety programs.

Annexation Boundary Map: SCG will prepare the Annexation Boundary Map, illustrating the boundaries of territory proposed for inclusion in the district, capturing the entirety of any parcel subject to taxation by the district. The map shall meet the requirements of the Mello-Roos Act and the Riverside County Recorder's Office. Additionally, SCG will record the map with the Recorder's Office.

Consulting Services: SCG will provide consulting services and advice to the City as necessary. This includes due diligence to ensure accuracy in the process, and provide clear written documentation in our approach to structuring the Rate and Method of Apportionment and the Special Tax roll. To assure and maintain quality assurance, SCG has instituted an internal auditing and review policy that requires a minimum of two individuals with the appropriate expertise to review and audit any information prior to dissemination of that information to the client.

Meetings: SCG will attend two (2) informal meetings or hearings held for the purpose of disseminating information to the public, including attending property owner meetings requested for property owner associations (POA) that may request to annex into the CFD. Prior to such meetings or hearings, SCG will be prepared to make a complete and factual presentation. We will also attend two (2) public meetings, as required by the appropriate improvement act(s), fully prepared to present necessary testimony and respond to public comments.

Landowner Election: SCG will prepare a list of the owner names and acreages and obtain a certificate from the Registrar of Voters whether confirming there are, or are not, registered voters within the boundaries of the annexation.

Notice of Special Tax Lien: SCG will provide a list of Assessor's Parcel for the Notice of Special Tax Lien and record the notices.

COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES) ANNEXATION SERVICES

Data Collection: SCG will obtain the latest assessor's parcel maps and equalized tax roll information from the Riverside County Assessor's Office for the parcels within the proposed Districts, and Geographic Information System (GIS) shape files or the annexation.

Maintenance Data: SCG will coordinate with the City in determining what the necessary levels of services that would be required for proper allocation per the Rate and Method of Apportionment for the annexation.

Maintenance Tax Rates: SCG will establish a Special Tax Rates for each annexation determining the necessary revenues to cover operations and maintenance costs including administrative costs. Based on the structure of the Special Tax formula, SCG will determine the appropriate methodology for allocating the costs to the various land use classifications consistent with the previously approved methodology of the City's landscape, lighting, street, parks, and drainage maintenance programs.

Annexation Boundary Map: SCG will prepare the Annexation Boundary Map, illustrating the boundaries of territory proposed for inclusion in the district, capturing the entirety of any parcel subject to taxation by the district. The map shall meet the requirements of the Mello-Roos Act and the Riverside County Recorder's Office. Additionally, SCG will record the map with the Recorder's Office.

Consulting Services: SCG will provide consulting services and advice to the City as necessary. This includes due diligence to ensure accuracy in the process, and provide clear written documentation in our approach to structuring the Rate and Method of Apportionment and the Special Tax roll. To assure and maintain quality assurance, SCG has instituted an internal auditing and review policy that requires a minimum of two individuals with the appropriate expertise to review and audit any information prior to dissemination of that information to the client.

Meetings: SCG will attend two (2) informal meetings or hearings held for the purpose of disseminating information to the public, including attending property owner meetings requested for property owner associations (POA) that may request to annex into the CFD. Prior to such meetings or hearings, SCG will be prepared to make a complete and factual presentation. We will also attend two (2) public meetings, as required by the appropriate improvement act(s), fully prepared to present necessary testimony and respond to public comments.

Landowner Election: SCG will prepare a list of the owner names and acreages and obtain a certificate from the Registrar of Voters whether confirming there are, or are not, registered voters within the boundaries of the annexation.

Notice of Special Tax Lien: SCG will provide a list of Assessor's Parcel for the Notice of Special Tax Lien and record the notices.

COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES) ADMINISTRATION

Land Use Research: SCG will use all resources available including tract maps, parcel maps and regular parcel data updates from the Assessor's Offices. We are confident we are able to quickly identify residential and commercial/industrial developments, conduct Assessor's parcel research, and provide accurate database management.

Subdivision Research: SCG will identify and obtain copies of all final tract or parcel maps recorded within the boundaries of the CFD. SCG will verify this information with the additional resources available.

Development Research: SCG will conduct development research to identify building permit issuance, building square footage and sites address for the new properties. Upon determination of this information, SCG will be able to provide the City with related GIS Data to be used for its own GIS database and that of the City, as appropriate.

Assessor's Parcel Research: SCG will review any current Assessor's Parcel Maps for updating the APN's within the CFD Boundary.

Levy Audit Maps: SCG will generate annual Audit Maps and provides them to the City depicting the current year's levied properties within the boundaries of the CFD through the implementation

of our GIS platform. This will help us insure accuracy in identifying any parcel changes.

Database Management: SCG will maintain a comprehensive database of the CFD and parcel information in a form such that the annual levy submission to Riverside County will follow the guidelines as outlined in the County's fixed charge submission packet. SCG will maintain all data related to individual parcels including special tax information, a regularly updated delinquency history (delinquent amounts for each parcel including penalties and interest, reference to those referred to foreclosure action, and paid prior year delinquency information), current property ownership information, assessed valuation information, and much more.

Classification of Property: SCG will determine the appropriate property classification in accordance to the rate and method of apportionment. SCG will review the land use code information from the latest equalized roll for Riverside County and update our database for the special tax calculations annually.

Exempt Property: SCG will identify all property owned by public agencies or entities exempt from the special tax and classify them in accordance to the rate and method of apportionment. SCG will communicate these classifications to the City and report them on our annual levy detail reports. We will confirm the location of these properties using our GIS database and illustrate them on our annual audit map.

Taxable Property: SCG will identify all taxable properties and classify them in accordance with the rate and method of apportionment. SCG will communicate with the City these classifications and report them on our annual levy detail reports. We will confirm the location of these properties using our GIS database and illustrate them on our annual audit map.

Budget Preparation: SCG will apply the rate and method of apportionment and calculate the annual special taxes to be levied for the current Fiscal Year. SCG will report this information to the City to assist in the budget review process. SCG will determine, with the City's approval, the amount needed to meet the anticipated maintenance and administrative expenses for each Tax Zone for the current Fiscal Year. The CFD budgets will include accurate cost-recovery accounting including; a) ensuring the appropriate maintenance contract costs, b) any administrative expenses, c) material costs, d) capital costs, e) reserves and replacement costs, and f) other incidental costs are incorporated into the CFD budget to achieve maximum cost-to-benefit equity. We will also determine whether adequate and appropriate fund balances are identified.

Special Tax Rates: SCG will calculate the special tax rates for each Tax Zone and report this information to the City prior to submittal to the Riverside County Auditor's-Controller's Office.

Report Preparation: Once finalized, SCG will provide the City with a hard copy and an electronic copy of the Annual Levy Report containing the information used to calculate the annual installment amount for each parcel, as well as a summary of the total annual levy for the CFD.

Enrollment of Special Taxes: In consultation with the City, SCG will determine the Levy

requirement for the current Fiscal Year on or before August 10. SCG will calculate and prepare the annual levy for the CFD in a format and media acceptable for direct submission to the Auditor-Controller's Office prior to the statutory deadline, and shall perform adjustments and corrections to the levies on the property tax rolls as necessary.

Roll Changes and Adjusted Property Tax Bills: Upon determination that changes to the secured tax roll necessitates corrections/revisions after the deadline, SCG will research, recalculate, and with the City's approval, rectifies the issue.

Responses to Property Owner Questions: SCG will serve as the initial and primary contact to the CFD property owners, title companies and other interested parties regarding the CFD proceedings and annual installments.

Toll Free Number: SCG will provide a toll free phone number for the City to refer property owners, title companies and other interested parties to in regard to CFD proceedings and annual installments.

Disclosure: SCG will prepare for the City approval any State and/or Federal Disclosure reporting requirements, including AB 2109 and AB 1666, pertaining to the CFD as applicable.

Electronic Format: SCG will provide an electronic copy of each report, as well as a hard copy of each report, to the City for internal use.

COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENACE SERVICES) ZONE 1 - ADMINISTRATION

Land Use Research: SCG will use all resources available including tract maps, parcel maps and regular parcel data updates from the Assessor's Offices. We are confident we are able to quickly identify residential and commercial/industrial developments, conduct Assessor's parcel research, and provide accurate database management.

Subdivision Research: SCG will identify and obtain copies of all final tract or parcel maps recorded within the boundaries of the CFD. SCG will verify this information with the additional resources available.

Development Research: SCG will conduct development research to identify building permit issuance, building square footage and sites address for the new properties. Upon determination of this information, SCG will be able to provide the City with related GIS Data to be used for its own GIS database and that of the City, as appropriate.

Assessor's Parcel Research: SCG will review any current Assessor's Parcel Maps for updating the APN's within the CFD Boundary.

Levy Audit Maps: SCG will generate annual Audit Maps and provides them to the City depicting

the current year's levied properties within the boundaries of the CFD through the implementation of our GIS platform. This will help us insure accuracy in identifying any parcel changes.

Database Management: SCG will maintain a comprehensive database of the CFD and parcel information in a form such that the annual levy submission to Riverside County will follow the guidelines as outlined in the County's fixed charge submission packet. SCG will maintain all data related to individual parcels including special tax information, a regularly updated delinquency history (delinquent amounts for each parcel including penalties and interest, reference to those referred to foreclosure action, and paid prior year delinquency information), current property ownership information, assessed valuation information, and much more.

Classification of Property: SCG will determine the appropriate property classification in accordance to the rate and method of apportionment. SCG will review the land use code information from the latest equalized roll for Riverside County and update our database for the special tax calculations annually.

Exempt Property: SCG will identify all property owned by public agencies or entities exempt from the special tax and classify them in accordance to the rate and method of apportionment. SCG will communicate these classifications to the City and report them on our annual levy detail reports. We will confirm the location of these properties using our GIS database and illustrate them on our annual audit map.

Taxable Property: SCG will identify all taxable properties and classify them in accordance with the rate and method of apportionment. SCG will communicate with the City these classifications and report them on our annual levy detail reports. We will confirm the location of these properties using our GIS database and illustrate them on our annual audit map.

Budget Preparation: SCG will apply the rate and method of apportionment and calculate the annual special taxes to be levied for the current Fiscal Year. SCG will report this information to the City to assist in the budget review process. SCG will determine, with the City's approval, the amount needed to meet the anticipated maintenance and administrative expenses for each Tax Zone for the current Fiscal Year. The CFD budgets will include accurate cost-recovery accounting including; a) ensuring the appropriate maintenance contract costs, b) any administrative expenses, c) material costs, d) capital costs, e) reserves and replacement costs, and f) other incidental costs are incorporated into the CFD budget to achieve maximum cost-to-benefit equity. We will also determine whether adequate and appropriate fund balances are identified.

Special Tax Rates: SCG will calculate the special tax rates for each Tax Zone and report this information to the City prior to submittal to the Riverside County Auditor's-Controller's Office.

Report Preparation: Once finalized, SCG will provide the City with a hard copy and an electronic copy of the Annual Levy Report containing the information used to calculate the annual installment amount for each parcel, as well as a summary of the total annual levy for the CFD.

Enrollment of Special Taxes: In consultation with the City, SCG will determine the Levy requirement for the current Fiscal Year on or before August 10. SCG will calculate and prepare the annual levy for the CFD in a format and media acceptable for direct submission to the Auditor-Controller's Office prior to the statutory deadline, and shall perform adjustments and corrections to the levies on the property tax rolls as necessary.

Roll Changes and Adjusted Property Tax Bills: Upon determination that changes to the secured tax roll necessitates corrections/revisions after the deadline, SCG will research, recalculate, and with the City's approval, rectifies the issue.

Responses to Property Owner Questions: SCG will serve as the initial and primary contact to the CFD property owners, title companies and other interested parties regarding the CFD proceedings and annual installments.

Toll Free Number: SCG will provide a toll free phone number for the City to refer property owners, title companies and other interested parties to in regard to CFD proceedings and annual installments.

Disclosure: SCG will prepare for the City approval any State and/or Federal Disclosure reporting requirements, including AB 2109 and AB 1666, pertaining to the CFD as applicable.

Electronic Format: SCG will provide an electronic copy of each report, as well as a hard copy of each report, to the City for internal use.

COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS) ADMINISTRATION

Debt Service Component: SCG will coordinate with the City's fiscal agent to review debt service schedules and determine the amount needed to pay principal and interest on the outstanding bonds. We independently maintain a debt service schedule for the District as quality assurance and verify the appropriate debt service amounts are identified.

Calculation of Special Taxes: SCG will annually calculate and apportion the special taxes for the District in accordance with the Rate and Method of Apportionment (RMA) of the Special Tax. The annual calculation will consist of assigning the special tax classes to each parcel within the District per the RMA and determine the special tax amount that will satisfy the special tax requirement.

Annual Levy Preparation and Submittal: SCG will determine the Annual Levy requirement for the current Fiscal Year on or before August 10. SCG will calculate and prepare the annual levy for the District in a format and media acceptable for direct submission to the Riverside County Auditor-Controller's Office, including the enabling resolution, prior to the statutory deadline and shall perform adjustments and corrections to the levies on the property tax rolls as necessary.

Staffing and Contact Information: SCG will provide a toll-free telephone number, of SCG designation, for inclusion on the regular property tax billing next to the specific line item to facilitate contact with the public, and provide payoff calculations, if requested. City Staff may also refer property owners, title companies and other interested parties to that toll-free number in regards to the special tax proceedings and annual installments.

Annual Levy Report: SCG will prepare any necessary documentation required for assessments of the special tax to be submitted to the County for enrollment. SCG will also provide the City with a Levy Report for the tax enrollments for the District. These reports will provide the City a full listing of the parcels levied for the District including information relevant to the calculation of the assessment for the City's approval.

Disclosure for Prospective Property Purchases: SCG will assist City staff with providing the proper disclosure of Assessment information for prospective property purchases as required by Sections 53340.2 (b) and 53341.5 of the State of California Government Code.

Annual Continuing Disclosure: SCG will prepare Annual Continuing Disclosure Reports that meet the guidelines of the Continuing Disclosure requirements for the District as stated by the continuing disclosure certificate under SEC Rule 10b-5and 15c2-12. SCG will provide this report to the City for review and approval. Upon approval SCG will disseminate the reports with the Municipal Securities Rule Making Board (MSRB) using Electronic Municipal Market Access (EMMA) and to any other party directed by the applicable continuing disclosure agreement.

Bond Call: SCG will perform an analysis to determine the par amount of the bonds to be called, to calculate any applicable premium, and to determine which maturities to call from and prepare a revised debt service schedule. SCG will coordinate the bond call with the Fiscal Agent/Trustee to ensure that bonds are called per the redemption provisions of the bond issue.

Release of Lien: SCG will prepare the Release of Lien, required by Revenue and Taxation Code 163, upon confirmation a prepayment has been made by the property owner. SCG will record the release within five (5) days of receiving the signed release and provide a copy to the City.

Delinquency Monitoring: SCG will provide delinquency management services to the City regarding the District. SCG will monitor delinquencies as required for the Annual Continuing Disclosure agreement and provide delinquency reporting, prepare notifications to property owners, coordinate with the City and Foreclosure Counsel, assist in the collection process, and help monitor any payment plans.

Foreclosure Coordination (Bonded Districts Only): SCG will assist in preparing documents submitted by the City requesting authorization of foreclosure action. This includes preparation and recordation of the Notice of Intent to Commence Foreclosure, preparation of Exhibits for the Resolution commencing foreclosure, and coordination of the removal of the assessments approved for foreclosure from the tax roll. SCG will provide delinquent amounts (including penalty and interest at the time the foreclosure is transferred) to City staff.

Bond Rating Agencies: SCG will assist City staff in providing information to bond rating agencies when needed.

Current and Future CFD Laws: SCG is well versed in all case laws approved affecting assessment and special tax districts. We continue to attend educational seminars and conferences and discuss these issues with other industry professionals on an annual basis. SCG will provide City Staff with periodic updates as new case law is approved and keep the City in compliance with all statutory and regulatory laws related to the City's special finance district.

Notice of Special Tax: SCG will provide and record a Notice of Special Tax Disclosure as required by California Government Code Sections 53340.2(b) and 53341.5.

SB 165 Reporting: SCG will provide all materials to assist the City in preparing reports for the legislation that was approved in 2001 requiring additional reporting requirements outlined in Section 53411 of the Government Code (a) and (b).

AB 2109: SCG will prepare all reports for the City's approval of any State and/or Federal reporting requirements including the Assembly Bill 2109, if applicable.

California Debt and Investment Advisory Commission (CDIAC): SCG will prepare all reports for the City's approval of any State and/or Federal reporting requirements pertaining to the District including the California Debt and Investment Advisory Commission (CDIAC), if applicable.

Annual Reporting AB 1666: SCG will provide an Annual Report (AB 1666) to the City which will include identification of the Community Facilities District (CFD) administrative cost items eligible for the recovery by the public agency, review of fund balances and any surplus/deficit funds, debt service requirements, delinquency reporting, and a cover letter providing any related recommendations or issues. The report will include a series of schedules, including a District summary that will be useful for City staff to reference.

Meetings: SCG will attend City Meetings, Public Hearings, and/or staff meetings annually as determined by the City for the annual enrollment. We will attend additional hearings and public meetings as required by the appropriate improvement act(s) fully prepared to present all necessary testimony and to respond to all public comments.

Data Collection: SCG has the latest assessor's parcel maps and equalized tax roll information from the Riverside County Assessor's Office, including Geographic Information System (GIS) shape files for the parcels within the District. The database will include final tract and/or parcel map recordation information, building permits, and the appropriate building and parcel information, as well as certificate of compliance information for properties within each District to be used for the calculation of the annual district assessments and made readily viewable using a KML file accessible and searchable, including APN and street address, using Google Earth.

Budget Review: SCG will review the District budget provided by the City and coordinate with City staff to assist with accurate cost-recovery accounting, incorporating the actual maintenance costs into the District budget to achieve maximum cost-to-benefit equity.

Annual Enrollment Correspondence: SCG will prepare all Proposition 218 compliance forms for each fund number utilized by the City for the Auditor-Controller's Office, as well as any summary statements and authorized signature forms. SCG will identify and discuss with City staff any legislation impacts and changes made to the documents.

Resubmittals and Adjusted Property Tax Bills: If any changes to the secured tax roll necessitate corrections/revisions after the deadline, SCG will research, recalculate and, with the City approval, rectify the issue. We will notify the City of the assessor's parcel numbers that were rejected by the County and therefore may not be assessed.

Handbills: SCG will prepare and mail hand bills for those parcels the County does not generate a tax bill. The hand bills would include the City letterhead, invoices with two (2) installments, and would be payable to the directly to the City.

Prepayment Calculation: SCG will calculate the special tax prepayment amount for a parcel(s) and provide any additional information as requested related thereto. The party requesting the calculation shall pay the fee of any prepayment calculation.

Indenture Compliance: SCG will periodically review and monitor the City's compliance with the Indenture of Trust or Fiscal Agent Agreement as it relates to the flow of the special taxes. This will be incorporated in the annual budget review process.

II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

III. Consultant will utilize the following personnel to accomplish the Services:

SCG will meet with the City's Staff, legal counsel, team of consultants and project proponents to confirm the CFD's schedule of events, procedural and financial considerations, establish the appropriate land use classifications and discuss and identify the boundaries of the proposed CFD.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.

III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1. In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

EXHIBIT "C-1"

COMPENSATION

I. SCG proposes a fixed fee schedule below for CFD Formation, Annexation, and Bond Sale Services performed according to the scope of services listed in Exhibit A.

Services	Fee
A. CFD Formation Services	$25,000
Plus: per Improvement Area	$5,000
B. Bond Issuance Services	$25,000
C. CFD 2025-S (Safety Services) Annexation Services	$10,000
D. CFD 2025-2 (Maintenance Services) Annexation Services	$12,500

Hourly Rates

Title	Rate
Principal	$245
Senior Associate	$175
Associate	$120
Mapping Technician	$110
Administrative Support	$85

A. For the services performed related to the projects which are not listed herein, compensation shall be at the hourly rates set forth, together with reimbursement, at cost, for incidental expenses incurred in connection with such services, together with reimbursement for outside services at cost plus 15%.

II. SCG proposes a fixed fee schedule below for the annual administration for CFD 2025-S (Safety Services), CFD 2025-2 (Maintenance Services), Annexation No. 1, and CFD 2025-4 (Rustic Meadows), mentioned in Exhibit A.

Description	Rate
A. CFD 2025-S (Safety Services)	$1,500
B. CFD 2025-2 (Maintenance Services) Zone 1	$2,500
C. CFD 2025-4 (Rustic Meadows)	$5,000
Total	**$9,000**

Hourly Rates

Title	Rate
Principal	$245
Senior Associate	$175
Associate	$120
Mapping Technician	$110
Administrative Support	$85

A. For the services performed related to the projects which are not listed herein, compensation shall be at the hourly rates set forth, together with reimbursement, at cost, for incidental expenses incurred in connection with such services, together with reimbursement for outside services at cost plus 15%.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform Services as set forth in Exhibit A as requested by City staff.

Click or tap here to enter text.

II. The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.

EXHIBIT E

INSURANCE REQUIREMENTS

Consultant 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 Consultant, 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 Consultant 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 consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$2,000,000 per occurrence or claim, $2,000,000 aggregate.**

5. Cyber: Vendor/Consultant 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.

6. Technology Professional Liability Errors & Omissions
(Only if vendor is providing a technology service (data storage, website designers, etc.,) or product (software providers)
Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the 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.

a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Consultant 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 consultant. 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 Consultant 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 Consultant'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 Consultant**'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 Consultant'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 Consultant 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 Consultant'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
Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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 Consultant 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 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant 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 Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Consultant 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 Consultant'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
Consultant 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 F
FEDERAL REQUIREMENTS
(Only applicable if required on cover page of agreement)

N/A

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 14.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: RN Mendoza, Financial Analyst

SUBJECT:
Approve Agreement with ClearGov Inc. for Digital Budget Book, Capital Budgeting and Transparency Software

RECOMMENDATION

Amend the Fiscal Year 2025/26 Operating Budget and establish an additional appropriation of $1,250;

Approve a four year service agreement with ClearGov Inc. for the Digital Budget Book, Capital Budgeting and Transparency Software for a total amount not to exceed $186,751.17;

Waive the competitive bidding requirements; and

Authorize the City Manager, or his designee, to execute the ClearGov Service Order/Agreement.

PRIOR ACTION/VOTE

On June 3, 2025, the City Council adopted Joint Resolution No. 25-4837, MLB 25-201; CSD 25-285, RSA 25-35, MHA 25-45 approving the Operating Budget for Fiscal Years 2025/26 and 2026/27, authorizing Unassigned Fund Balances to be set aside in various Operating and Sustainability Reserves, approving the use of previously set aside Sustainability Reserves, and authorizing the transfer of those funds (Vote: 5-0).

CITY COUNCIL GOAL

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

DISCUSSION

Historically, the City of Murrieta (City) Finance Department staff has been using a combination of reports from its Enterprise Resource Planning System (ERP or financial software) and manual spreadsheets using Microsoft Excel to prepare, present, and publish its Operating Budget and the Capital Improvement Plan (CIP) Budget. In Spring 2022, the City embarked on an informal solicitation process and live demonstrations of commercially available governmental budget book software from OpenGov, ClearGov, Questica, and other

software companies.

Digital Budget Book Software

In July 2022, the City entered into an agreement with ClearGov Inc. for their Digital Budget Book software under the City Manager's signing authority. Since using the Digital Budget Book software in 2023 and again in 2025 to prepare the biennial budget book, Finance has streamlined creating the Budget Book by enabling different departments to collaborate directly within this cloud-based software, alongside the Finance team. The Digital Budget Book has also ensured that a current version of the budget is maintained, providing consistent formatting, data integrity, and transparency for our stakeholders. As a result of using this module, the City has continued to receive acclaim and recognition for its Operating Budget Report from the Government Finance Officers Association.

Capital Budgeting Software

The CIP and budget are currently developed using Microsoft Excel, Word, and other applications to prepare, present, and publish the report. Similarly, by fully integrating with a cloud-based software for the CIP budget process, staff can collaborate concurrently with the Finance team. The single CIP module portal will enhance collaboration by eliminating the need for multiple budget templates. It will also provide historical analytics, create a cohesive and transparent budget, reduce data entry and formatting hours, and make the final budget available immediately. Staff have received acclaim and recognition for the CIP budget from the California Society of Municipal Finance Officers and should expect to receive and produce a compliant and award-winning budget by switching to ClearGov's digital CIP budget software.

Transparency Portal Software

To continue the City's tradition in conveying and visualizing the City's budget vs. actuals, programs, and performance metrics to different stakeholders in a transparent online platform, the Finance team proposes moving its transparency portal to ClearGov. The transparency portal, combined with the Digital Budget Book and Capital Budget software, visualizes the impact of each project by sharing interactive details while still presenting a clear and concise narrative on the budget process, key performance metrics, and interactive project and program details. The transparency portal provides stakeholders with a more engaging tool to display financial information, making it more easily understood at both high-level and granular levels.

To enhance efficiency, cost-effectiveness, and the quality of service offered to stakeholders, the Finance team has conducted a review of its current budget book and transparency software services. Staff proposes consolidating the digital budget book, capital improvement budget, and transparency portal into a single vendor solution. The proposed agreement will eliminate the need for multiple software services to achieve a single transparency portal, digital budget book, and capital budget software. In the same vein, some of the City's neighboring communities in Riverside County and Southern California have chosen ClearGov in the past few years, namely, Lake Elsinore, Beaumont, Corona, Downey, Redondo Beach, South El Monte, Dana Point, La Palma, Lake Forest, Manhattan Beach, and Tustin. To continue the tradition and excellence in providing a transparent budget and a robust, public-facing, and transparent financial platform, staff recommend selecting ClearGov Inc. and awarding a four year contract through June 30, 2029.

Section 3.08.280.G of the Murrieta Municipal Code allows the City Council to waive competitive bidding procedures when it determines that doing so would be inefficient, impractical, or unnecessary. Staff recommend waiving the formal request for proposal process, as it will create inefficiency, requiring renegotiation of the terms of a new module, and could potentially necessitate reallocating resources to re-implement different software. This would delay the preparation of the Fiscal Year (FY) 2026/27 CIP and budget and continued use of the Digital Budget Book. As a courtesy, ClearGov has maintained the City's Digital Budget Book on the City's website despite a lapse in the current agreement.

FISCAL IMPACT

The total cost of the four year agreement with ClearGov Inc. will not exceed $186,751.17.

The current biennial budget includes an approved allocation of $27,550 for the transparency portal software and $14,162.50 for the digital budget book. To fully fund the initial set-up and additional modules, Finance recommends that the City Council approve an additional appropriation of $1,250 in FY 2025/26 (GL 1102600-62160).

The contract reflects a 20% discount, amounting to approximately $27,720, applied to the initial set-up and continues through the full term of the agreement, due to the inclusion of both the Capital Improvement and Transparency modules. By transitioning from OpenGov to ClearGov for the Transparency Module, the City is projected to save an additional $9,786 over the life of the agreement. This switch not only results in cost savings but also provides access to a new tool for developing the Capital Improvement Budget Book, ultimately reducing both expenses and staff workload.

Future year allocation considerations will be included in a future quarterly budget update and biennial budget process.

ATTACHMENTS

1. ClearGov Service Agreement for Digital Budget Book
2. ClearGov Service Agreement for Capital Budgeting and Transparency Portal

ClearGov®

2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Michael Lanza
Contact Phone	(617) 816-7726
Contact Email	mlanza@cleargov.com

Order Date	Jul 3, 2025
Order valid if signed by	**Aug 29, 2025**

Customer Information

Customer	City of Murrieta	**Contact**	Jennifer Terry	**Billing Contact**	Accounts Payable
Address	1 Town Square	**Title**	Finance Manager	**Title**	Accounts Payable
City, St, Zip	Murrieta, CA 92562	**Email**	jterry@murrietaca.gov	**Email**	ap@murrietaca.gov
Phone	951-304-2489			**PO # (If any)**	

The Services you will receive and the Fees for those Services are...

Subscription Services	Tier	Service Fees
ClearGov Base Platform - Civic Edition	Tier 4	$ 4,500.00
ClearGov Digital Budget Book - Civic Edition	Tier 4	$ 16,100.00
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 20,600.00**

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Initial	Jul 1, 2026	Jun 30, 2029	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Jul 1, 2026	$20,600.00	Annual Subscription Fee
Jul 1, 2027	$21,218.00	Annual Subscription Fee
Jul 1, 2028	$21,854.54	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms and Conditions		
Valid Until	**Aug 29, 2025**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Original Service Order	As of Jul 1, 2026, this ClearGov Service Order supersedes the ClearGov Service Order with an Order Date of June 23, 2022, (the "Original Service Order"). The Original Service Order shall be null and void as of Jul 1, 2026.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.

Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least thirty (30) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services may renew for successive annual periods (each an "Annual Term"), upon the written agreement of both parties prior to the end of the then current Annual Term.
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	Justin Clifton
Title	City Manager

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order type (ClearGov internal use only)			
Select Order Type for this Service Order	RI	**If XS: Original Service Order Date**	

This ClearGov BCM Service Agreement (the ***"Agreement"***) is made and entered into by and between ClearGov, Inc. (***"ClearGov"***), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and ***Customer*** (as defined in the applicable ClearGov Service Order) (each a ***"Party"*** and collectively the ***"Parties"***). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the ***"ClearGov Service Order(s)"***). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
   - 1.1) ***"Account"*** means an access point for the ClearGov Service that requires registration by the Customer.
   - 1.2) ***"ClearGov API"*** means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
   - 1.3) ***"ClearGov Apps"*** means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
   - 1.4) ***"ClearGov Data"*** means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
   - 1.5) ***"ClearGov Service"*** means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
   - 1.6) ***"ClearGov Web Site"*** means the Web site owned and operated by ClearGov and made available at the following URL: http://www.ClearGov.com and/or any successor site(s).
   - 1.7) ***"Customer PDF"*** means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
   - 1.8) ***"Customer Data"*** means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.
   - 1.9) ***"Customer State"*** means the state, commonwealth or territory in which the Customer is located.
   - 1.10) ***"Customer Web Site"*** means any Web site owned and operated by Customer.
   - 1.11) ***"Documentation"*** means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
   - 1.12) ***"Sensitive Data:*** means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
   - 1.13) ***"Software"*** means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) **Service Usage & Licenses.**
   - 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
   - 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
     - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
     - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
     - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) **Term and Termination.**
   - 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the ***"Term"***).
   - 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
     - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within thirty (30) days after receipt of written notice

thereof.

b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) Obligations. Upon expiration or termination of this Agreement:

a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;

b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and

c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

4.1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.

4.2) Interest and Collections. Customer will be charged $50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.

4.3) Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.

5.2) Data Ownership and License.

a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.

b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.

c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

5.3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.

6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.

6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a ***"Claim"***) arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.

6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.

6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.

7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the ***"Receiving Party"***) may receive information from the other Party (the ***"Disclosing Party"***) which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services (***"Confidential Information"***). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

7.3) The term ***"Confidential Information"*** shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.

7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.

8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.

8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.

8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

8.8) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.

8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.

8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

ClearGov®

Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Michael Lanza
Contact Phone	(617) 816-7726
Contact Email	mlanza@cleargov.com

Order Date	Feb 26, 2025
Order valid if signed by	**Aug 29, 2025**

Customer Information

Customer	City of Murrieta	**Contact**	Jennifer Terry	**Billing Contact**	Accounts Payable
Address	1 Town Square	**Title**	Finance Manager	**Title**	Accounts Payable
City, St, Zip	Murrieta, CA 92562	**Email**	jterry@murrietaca.gov	**Email**	ap@murrietaca.gov
Phone	(951) 304-2489			**PO # (If any)**	

The Services you will receive and the Fees for those Services are...

Set up Services	**Tier/Rate**	**Service Fees**
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 4	$ 9,000.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions	Tier 4	$ (1,800.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		**$ 7,200.00**
Subscription Services	**Tier**	**Service Fees**
ClearGov Capital Budgeting - Civic Edition	Tier 4	$ 18,300.00
ClearGov Transparency - Civic Edition	Tier 4	$ 14,100.00
ClearGov Bundle Discount: Discount for bundled solutions	Tier 4	$ (6,480.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 25,920.00**

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Sep 1, 2025	Sep 1, 2025	ClearGov Setup Services
Pro-Rata	Sep 1, 2025	Jun 30, 2026	ClearGov Subscription Services
Initial	Jul 1, 2026	Jun 30, 2029	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Sep 1, 2025	$ 7,200.00	One Time Setup Fee
Sep 1, 2025	$ 21,600.00	10 Month Pro-Rata Subscription Fee
Jul 1, 2026	$ 25,920.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms and Conditions		
Valid Until	**Aug 29, 2025**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services may renew for successive annual periods (each an "Annual Term"), upon the written agreement of both parties prior to the end of the then current Annual Term.
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	Justin Clifton
Title	City Manager

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	Yes	**If Yes: Original Service Order Date**	6/23/22

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.

- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.

- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.

- If Customer is subscribing to any products that require data onboarding:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.

- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.

- If Customer is subscribing to any products that require data onboarding:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.

- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

This ClearGov BCM Service Agreement (the ***"Agreement"***) is made and entered into by and between ClearGov, Inc. (***"ClearGov"***), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and ***Customer*** (as defined in the applicable ClearGov Service Order) (each a ***"Party"*** and collectively the ***"Parties"***). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the ***"ClearGov Service Order(s)"***). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
   - 1.1) ***"Account"*** means an access point for the ClearGov Service that requires registration by the Customer.
   - 1.2) ***"ClearGov API"*** means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
   - 1.3) ***"ClearGov Apps"*** means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
   - 1.4) ***"ClearGov Data"*** means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
   - 1.5) ***"ClearGov Service"*** means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
   - 1.6) ***"ClearGov Web Site"*** means the Web site owned and operated by ClearGov and made available at the following URL: http://www.ClearGov.com and/or any successor site(s).
   - 1.7) ***"Customer PDF"*** means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
   - 1.8) ***"Customer Data"*** means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.
   - 1.9) ***"Customer State"*** means the state, commonwealth or territory in which the Customer is located.
   - 1.10) ***"Customer Web Site"*** means any Web site owned and operated by Customer.
   - 1.11) ***"Documentation"*** means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
   - 1.12) ***"Sensitive Data:*** means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
   - 1.13) ***"Software"*** means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) **Service Usage & Licenses.**
   - 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
   - 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
     - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
     - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
     - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) **Term and Termination.**
   - 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the ***"Term"***).
   - 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
     - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within thirty (30) days after receipt of written notice

thereof.

b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) Obligations. Upon expiration or termination of this Agreement:

a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;

b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and

c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

4.1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.

4.2) Interest and Collections. Customer will be charged $50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.

4.3) Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.

5.2) Data Ownership and License.

a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.

b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.

c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

5.3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.

6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.

6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a ***"Claim"***) arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.

6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.

6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.

7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the ***"Receiving Party"***) may receive information from the other Party (the ***"Disclosing Party"***) which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services (***"Confidential Information"***). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

7.3) The term ***"Confidential Information"*** shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.

7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.

8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.

8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.

8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

8.8) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.

8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.

8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 15.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Javier Carcamo, Finance Director

SUBJECT:
Second Reading of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta

RECOMMENDATION

Conduct the second reading and adopt Ordinance No. 621-25, entitled*: An Ordinance of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No.2025-S (Safety Services) of the City of Murrieta Authorizing the Levy of Special Taxes.*

PRIOR ACTION/VOTE

On October 3, 2023, the City Council considered an Amendment to the Community Facilities District Goals and Policies and directed staff to present the recommendations in a workshop (Vote: 3-2).

On December 5, 2023, the City Council held a workshop on Community Facilities District Goals and Policies and adopted Resolution No. 23-4717 (Vote: 5-0).

On May 6, 2025, the City formed Community Facilities District No. 2025-1 (Safety Services), Community Facilities District No. 2025-2 (Maintenance Services), and Community Facilities District No. 2025-3 (Discovery Village) (Vote:5-0).

On June 3, 2025, the City Council adopted a Resolution of Intention (Resolution No. 25-4838) to establish Community Facilities District No. 2025-S (Safety Services) and set a public hearing for the formation of Community Facilities District No. 2025-S (Safety Services) for July 15, 2025 (Vote: 5-0).

On July 15, 2025, the City Council held a public hearing and approved the first reading of the Community Facilities District Ordinance No. 621-25 (CFD No. 2025-S Safety Services) (Vote 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability

and organizational efficiency.

DISCUSSION

Community Facilities Districts

Community Facility Districts (CFDs) are formed pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello-Roos Act"). They are a widely used financing mechanism, frequently used to fund infrastructure associated with new significant (large) development projects, such as water and sewer facilities, storm drain facilities, roads, and parks, and to finance the provision of certain municipal services.

A simplified example of CFD implementation is as follows:

- A developer submits a petition to form the CFD to the City or Special District (water districts frequently form CFDs) to start formation proceedings.
- In the City's case, staff presents the petition to the City Council for approval.
- The district is formed by a vote of the property owners.
- Once approved, the city will provide the services outlined in the formation documents.
- The special tax will be applied to the property tax bills, which include an annual escalation.
- The special tax will continue to be levied as long as the services are provided.

On December 5, 2023, the City Council adopted amendments to the Community Facilities District Goals and Policies. In addition to changes related to state law, other changes contained in the amended policy include:

- A list of eligible facilities that can be financed;
- Adding an escalator of up to two percent (2%) per year for facilities;
- Adding an escalator for service or maintenance CFDs to cover increases in the cost of providing services;
- Allowing Development Impact Fees (DIF) to be financed; and
- Increasing the maximum cap on the assessed value of a property from 1.8% to 2.0%.

Additional Authorized Services

The Mello-Roos Act also authorizes the City to establish a CFD to finance certain public services through the levy of a special tax. The services that can be funded include the following:

- Police protection services, including, but not limited to, criminal justice (limited to providing services for jails, detention facilities, and juvenile halls).
- Fire protection and suppression services, and ambulance and paramedic services.
- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities
- Maintenance and lighting of parks, parkways, streets, roads, and open spaces.
- Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, plowing and removal of snow, and sandstorm protection systems.
- Maintenance and operation of any real property or other tangible property with an estimated

useful life of five or more years that is owned by the local agency or by another local agency (by agreement).

Community Facilities District No. 2025-1 (Safety Services)

On May 6, 2025, the City Council and the landowner for the Discovery Village project approved the formation of Community Facilities District No. 2025-1 (Safety Services) in order to finance public safety services. CFD No. 2025-1 currently consists only of the property within the Discovery Village development project and designated the remainder of the City as a "Potential Annexation Area," whereby new development projects meeting certain design criteria will be required by the City to annex to CFD No. 2025-1. However, the Rate and Method of Apportionment of Special Tax for CFD No. 2025-1, as approved by the City Council and the landowner within CFD No. 2025-1 on May 6, 2025, included special tax rates for multi-family residential property and single-family residential property, and the special taxes for each category of property will increase annually each July 1 by four percent (4%), commencing July 1, 2026, but did not include a special tax for affordable housing residential property. When approving the Rate and Method of Apportionment of Special Tax for CFD No. 2025-1, the City Council directed staff to form a new public safety services CFD to apply to future development projects within the City. This new public safety services district will impose a special tax on affordable housing residential property, multi-family residential property, and single-family residential property, which includes an annual escalation of the special tax for each category of property. Therefore, it is not expected that future development projects within the City will be annexed into CFD No. 2025-1.

The Rustic Meadows Project, the Kensington Apartments Project, and Community Facilities District No. 2025-S (Safety Services)

The property owner of the proposed Rustic Meadows development project and the property owner of the proposed Kensington Apartments development project (collectively, the "Property Owners") are required by the City's Community Facilities District Goals and Policies, as amended in December 2023, to either annex to or request the formation of a Public Safety Services CFD. Accordingly, the Property Owners have submitted petitions requesting that the City form a new public safety services CFD, which includes a special tax on affordable housing residential property, multi-family residential property, and single-family residential property, which includes an annual escalation of the special tax for each category of property. The new public safety CFD is expected to be called Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta.

Similar to CFD No. 2025-1, CFD No. 2025-S will initially consist only of two developments, Rustic Meadows and the Kensington Apartments project; however, the remainder of the City will be designated as a "Potential Annexation Area," and new development projects meeting certain design criteria will be required to annex to CFD No. 2025-S.

CFD No. 2025-S would levy a special tax in accordance with the Mello-Roos Act on parcels of residential property to finance public safety services. Services eligible to be financed by CFD No. 2025-S include police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services. The special taxes within CFD No. 2025-S are $150 per unit of affordable housing residential property, $468 per unit of multi-family residential property, and $580 per unit of single-family property, and the special taxes for each category of property will increase annually each July 1 by four percent (4%), commencing July 1, 2026.

The Resolution of Intention adopted on June 3, 2025, was the first step in the process of forming CFD No. 2025-S and declared the City's intention to establish CFD No. 2025-S, calling for a public hearing on the matter of the formation of CFD No. 2025-S that took place on July 15, 2025.

In connection with the public hearing, Spicer Consulting Group prepared a Public Hearing Report, which described and analyzed the services to be financed by CFD No. 2025-S and the estimated costs of such services. Following the close of the public hearing for CFD No. 2025-S, the City Council adopted a Resolution of Formation, which approved the formation of CFD No. 2025-S and the levy of the special taxes in CFD No. 2025-S in accordance with the Rate and Method of Apportionment for CFD No. 2025-S. The Resolution of Formation called for an election to submit to the qualified voters of CFD No. 2025-S ballot measures on the approval of the special taxes and appropriations limits for CFD No. 2025-S.

On file with the City Clerk is a Certificate of the Registrar of Voters of Riverside County for CFD No. 2025-S certifying that there are no registered voters residing within the boundaries of CFD No. 2025-S. Accordingly, under the Mello-Roos Act, only property owners owning land are eligible to vote at the election, with each owner having one vote for each acre (or portion thereof) that they own within CFD No. 2025-S. The Property Owners have each executed a consent and waiver of certain election procedures for CFD No. 2025-S with respect to the election, including certain timing requirements with respect to the election, in accordance with the Mello-Roos Act. Accordingly, the City Council approved the Resolution of Formation, and the City Clerk conducted the election. The Property Owners delivered their ballots to the City Clerk in advance of the public hearing, and the City Clerk announced the election results, and the City Council adopted Resolutions Certifying the Election Results for CFD No. 2025-S. Upon certification that 2/3rds of the votes cast were in favor of the propositions voted upon, the Resolution Certifying the Election Results directed the City Clerk to record a notice of special tax lien on the property within CFD No. 2025-S. The City Council introduced an ordinance authorizing the levy of the special tax within CFD No. 2025-S in accordance with the Rate and Method of Apportionment.

The property owner of the proposed Rustic Meadows project within the City is Whitewood-Murrieta, L.P. The Rustic Meadows project is located at the Southeast corner of the intersection of Clinton Keith Road and Whitewood Road. At full buildout, the project is proposed to include approximately 153 single-family homes and will be developed by Century Communities of California, LLC.

The proposed Kensington Apartments project is owned by Murrieta Pacific Associates, Inc. It is an affordable housing project located near the corner of Washington Avenue and Magnolia Street. Upon completion, it will include 126 multi-family units.

FISCAL IMPACT

The Property Owners have made deposits to pay for the costs of the formation proceedings of CFD No. 2025-S. The deposit made by Century Communities may be reimbursed to Century Communities from proceeds of a future bond issuance for a separate facilities CFD being formed in connection with the Rustic Meadows development. If established and subject to necessary Council and voter approvals, CFD No. 2025-S will annually levy special taxes on all the taxable property within the CFD No. 2025-S in accordance with the RMA (as attached to the Resolution of Intention). Such special taxes will be used to pay for the costs of safety services and administration of the CFD No. 2025-S. The levying of the special taxes for services is expected to alleviate some of the financial impact of the new development on the costs of providing such services to the Property by the City. At full build-out, special tax revenues are projected to total $88,740 for the Rustic Meadows project and $18,900 for the Kensington Apartments project.

ATTACHMENTS

1. Ordinance No. 621-25

ORDINANCE NO. 621-25

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES) OF THE CITY OF MURRIETA AUTHORIZING THE LEVY OF SPECIAL TAXES

Summary: The ordinance authorizes the levy of special taxes in accordance with the Rate and Method of Apportionment approved by Resolution No. 25-4838. These taxes will fund public safety services and will be levied annually on taxable property within the district beginning in the fiscal year specified in the Rate and Method, and continuing each year so long as services are provided through such financing within the District.

WHEREAS, on June 3, 2025, the City Council (the "City Council") of the City of Murrieta (the "City") adopted Resolution No. 25-4838 declaring its intention to form Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, on July 15, 2025, after providing all notice required by the Act, the City Council conducted a noticed public hearing required by the Act relative to the proposed formation of the District, the proposed levy of a special tax therein to finance certain safety services described in Resolution No. 25-4838; and

WHEREAS, at the July 15, 2025 public hearing, all persons desiring to be heard on all matters pertaining to the formation of the District and the proposed levy of the special tax to finance the safety services described in Resolution No. 25-4838 were heard and a full and fair hearing was held; and

WHEREAS, on July 15, 2025, the Board adopted Resolution No. 25-4874 which formed the District and called a special election within the District on July 15, 2025 on two propositions relating to the levy of a special tax within the District and the establishment of an appropriations limit within the District; and

WHEREAS, on July 15, 2025, a special election was held within the District at which the qualified electors approved by a vote of two-thirds or more Propositions A and B authorizing the levy of a special tax within the District for the purposes described in Resolution No. 25-4875 and establishing an appropriations limit for the District; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES) OF THE CITY OF MURRIETA ORDAINS AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. By the passage of this Ordinance, the Board authorizes and levies special taxes within the District pursuant to Sections 53328 and 53340 of the Act at the rates and in accordance with the rate and method of apportionment set forth in Attachment "C" to Resolution No. 25-4838, which is incorporated by reference herein (the "Rate and Method"). The special taxes are hereby levied commencing in the fiscal year specified in the Rate and Method and in each fiscal year thereafter so long as the services authorized to be financed by the District, are provided through such financing within the District.

Section 3. Each of the Mayor, the City Manager, the Assistant City Manager, the Director of Finance, or their written designees (each, an "Authorized Officer"), acting alone, is hereby authorized and directed each fiscal year to determine the specific special tax rates and amounts to be levied in such fiscal year on each parcel of real property within the District, in the manner and as provided in the Rate and Method. The special tax rate levied on a parcel pursuant to the Rate and Method shall not exceed the maximum rate set forth in the Rate and Method for such parcel, but the special tax may be levied at a lower rate. Each Authorized Officer is hereby authorized and directed to provide all necessary information to the Treasurer-Tax Collector of the County of Riverside and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year.

Section 4. Properties or entities of the state, federal or other local governments shall be exempt from the special tax, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and Section D of the Rate and Method. No other properties or entities are exempt from the special tax unless the properties or entities are expressly exempted in Resolution No. 25-4838, or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of apportionment or an existing special tax as provided in Section 53334 of the Act.

Section 5. All of the collections of the special tax shall be used as provided for in the Act, the Rate and Method and Resolution No. 25-4838.

Section 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

Section 7. The Mayor of the City shall sign this Ordinance and the City Clerk or Deputy City Clerk (referred to herein as the "City Clerk") shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in The Press Enterprise, a newspaper of general circulation published and circulated in the City of Murrieta.

Section 8. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

Section 9. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the Treasurer-Tax Collector of the County of Riverside, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

Section 10. A full reading of this Ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 11. This Ordinance shall take effect thirty days after its final passage.

PASSED AND ADOPTED by the City Council at a regular meeting held on the _____ day of _____, 2025.

CITY COUNCIL OF THE CITY OF MURRIETA

By:_____
Cindy Warren
Mayor of the City of Murrieta

ATTEST:

_____
Cristal McDonald
City Clerk of the City of Murrieta

APPROVED AS TO FORM:

_____
Cristal McDonald
City Clerk of the City of Murrieta

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Ordinance No. 621-25 was introduced by the City Council of the City of Murrieta, California, at its Regular meeting of July 15, 2025 and adopted at its Regular meeting of _____, 2025 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

_____
CRISTAL MCDONALD, CITY CLERK

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 621-25 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 __ day of _____, 2025.

_____
Cristal McDonald, City Clerk

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 16.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Javier Carcamo, Finance Director

SUBJECT:
Second Reading of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta

RECOMMENDATION

Conduct the second reading and adopt Ordinance No. 622-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta Authorizing the Levy of Special Taxes.*

PRIOR ACTION/VOTE

On October 3, 2023, the City Council considered an Amendment to the Community Facilities District Goals and Policies and directed staff to present the recommendations in a workshop (Vote: 3-2).

On December 5, 2023, the City Council held a workshop on and adopted the proposed Amendment to the Community Facilities District Goals and Policies.

On May 6, 2025, the City formed Community Facilities District No. 2025-1 (Safety Services), Community Facilities District No. 2025-2 (Maintenance Services), and Community Facilities District No. 2025-3 (Discovery Village) (Vote: 5-0).

On June 3, 2025, the City Council adopted a Resolution of Intention to establish Community Facilities District No. 2025-4 (Rustic Meadows) and set a public hearing for the formation of Community Facilities District No. 2025-4 (Rustic Meadows) for July 15, 2025 (Vote: 5-0).

On July 15, 2025, the City Council held a public hearing and approved the first reading of the Community Facilities District Ordinance No. 622-25 (CFD No. 2025-4 Rustic Meadows) (Vote 5-0).

CITY COUNCIL GOAL

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

DISCUSSION

Community Facilities Districts

Community Facility Districts (CFDs) are formed pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello-Roos Act"). They are a widely used financing mechanism, frequently used to fund infrastructure associated with new significant (large) development projects, such as water and sewer facilities, storm drain facilities, roads, and parks, and to finance the provision of certain municipal services.
A simplified example of CFD implementation is as follows:

- A developer submits a petition to form the CFD to the City or Special District (water districts frequently form CFDs) to start formation proceedings.
- In the City's case, staff presents the petition to the City Council for approval.
- The District is formed by a vote of the property owners.
- Once approved, the city approves the issuance of bonds, which are sold to investors.
- Proceeds from the sale of the bonds are used to build the infrastructure associated with the project.
- The bonds are paid off over time (typically 30 years) by the buyers of homes within the project as a part of their property tax bill.

On December 5, 2023, the City Council adopted amendments to the Community Facilities District Goals and Policies. In addition to changes related to state law, other changes contained in the amended policy include:

- A list of eligible facilities that can be financed;
- Adding an escalator of up to two percent (2%) per year for facilities;
- Adding an escalator for service or maintenance CFDs to cover increases in the cost of providing services;
- Allowing Development Impact Fees (DIF) to be financed; and
- Increasing the maximum cap on the assessed value of a property from 1.8% to 2.0%.

Additional Authorized Services

The Mello-Roos Act also authorizes the City to establish a CFD to finance certain public services through the levy of a special tax. The services that can be funded include the following:

- Police protection services, including, but not limited to, criminal justice (limited to providing services for jails, detention facilities, and juvenile halls).
- Fire protection and suppression services, and ambulance and paramedic services.
- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities.
- Maintenance and lighting of parks, parkways, streets, roads, and open spaces.
- Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, plowing and removal of snow, and sandstorm protection systems.
- Maintenance and operation of any real property or other tangible property with an estimated useful life of five (5) or more years that is owned by the local agency or by another local agency

(by agreement).

The Rustic Meadows Project and Community Facilities District No. 2025-4

The property owner of the proposed Rustic Meadows project within the City is Whitewood-Murrieta, L.P. (the "Property Owner"), and the Property Owner submitted a petition requesting that the City form Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta ("CFD No. 2025-4"). The property to be included in the proposed CFD No. 2025-4 (the "Property") is located at the southeast corner of the intersection of Clinton Keith Road and Whitewood Road. The Rustic Meadows project is proposed to include approximately 153 single-family homes at full buildout and will be developed by Century Communities of California, LLC. (the "Developer").

The Property Owner has requested that the City form CFD No. 2025-4 to encompass the Property in accordance with the Mello-Roos Act to finance the costs of certain public improvements through the levy of a special tax and the issuance of bonds. The maximum amount of bonded indebtedness proposed is $5 million. The proceeds of bonds to be issued by CFD No. 2025-4 are expected to be used to finance public facilities to be owned and operated by the City and by the Murrieta Valley Unified School District. Additionally, the bond proceeds will be used to finance the payment of DIF owed by the Property Owner to the City.

The Property Owner has requested that the boundaries of CFD No. 2025-4 include the area described in Attachment A of the Resolution of Intention to Establish CFD No. 2025-4 adopted by the City Council on June 3, 2025 (the "CFD No. 2025-4 Resolution of Intention"), and that special taxes be levied within the boundaries of CFD No. 2025-4 in accordance with the Rate and Method of Apportionment for CFD No. 2025-4 (the "CFD No. 2025-4 RMA") described in Attachment C to the Resolution of Intention. The proposed rates of the special tax range from $1,659 per unit for single-family homes less than 1,500 square feet to $2,108 per unit for single -family homes greater than 1,700 square feet, and also include tax rates of $41,763 per acre of multi-family property and non-residential property. The special tax rates within CFD No. 2025-4 will increase two percent (2%) annually on July 1, of each year, commencing July 1, 2026.

The CFD No. 2025-4 Resolution of Intention was the first step in the process of forming CFD No. 2025-4 and, together with the Resolution of Intention to Incur Bond Indebtedness by CFD No. 2025-4 adopted by the City Council on June 3, 2025, declared the City's intention to establish CFD No. 2025-4, its intention to incur bonded indebtedness by CFD No. 2025-4, and called for a public hearing, which took place on July 15, 2025. Notice of the public hearing was published in The Press Enterprise and mailed to the Property Owner.

In connection with the public hearing, Spicer Consulting Group prepared a Public Hearing Report, which describes and analyzes the facilities to be financed by CFD No. 2025-4 and the estimated costs of such facilities. Following the close of the public hearing, the City Council was asked to adopt the Resolution of Formation for CFD No. 2025-4 and the Resolution Determining Necessity to Incur Bonded Indebtedness by CFD No. 2025-4 which, together, approved the formation of the CFD No. 2025-4, the levy of the special taxes in CFD No. 2025-4 in accordance with the CFD No. 2025-4 Rate and Method of Apportionment (RMA) and determines the necessity for the Facilities CFD to issue bonds in an amount not to exceed $5,000,000. Such resolutions called for an election to submit to the qualified voters of the CFD No. 2025-4 ballot measures on the approval of the special taxes, the issuance of bonds, and an appropriations limit for the CFD No. 2025-4.

The CFD No. 2025-4 Resolution of Formation also approved the execution and delivery of an Acquisition, Construction and Funding Agreement with the Developer (the "Acquisition Agreement"). The Acquisition Agreement sets forth the terms pursuant to which CFD No. 2025-4 will acquire improvements constructed by the Developer from bond proceeds from CFD No. 2025-4 and how the Developer will be reimbursed for development impact fees from bond proceeds. In order to be eligible for acquisition, such facilities must be

constructed in accordance with the terms and conditions of the Acquisition, Construction, and Funding Agreement. The City and CFD No. 2025-4 are only required to pay for the acquisition of such facilities from the proceeds of bonds or special taxes levied in CFD No. 2025-4 and not from any other source.

The CFD No. 2025-4 Resolution of Formation also approved the execution and delivery of a Joint Community Facilities and School Facilities Mitigation Agreement among the City and the Murrieta Valley Unified School District (the "JCFA"). The JCFA sets forth the terms pursuant to which the Developer will be reimbursed from bond proceeds from CFD No. 2025-4 for certain school facility fees the Developer is required to pay to the Murrieta Valley Unified School District. To be eligible for acquisition, such facilities must be constructed in accordance with the terms and conditions of the Acquisition, Construction, and Funding Agreement. The City and CFD No. 2025-4 are only required to pay for the acquisition of such facilities from the proceeds of bonds or special taxes levied in CFD No. 2025-4 and not from any other source.

On file with the City Clerk is a Certificate of the Registrar of Voters of Riverside County certifying that there are no registered voters residing within the boundaries of the CFD No. 2025-4. Accordingly, under the Mello-Roos Act, only property owners owning land in CFD No. 2025-4 are eligible to vote at the election for CFD No. 2025-4, with each owner having one vote for each acre (or portion thereof) that they own within CFD No. 2025-4. The Property Owner executed a consent and waiver of certain election procedures with respect to the election, including certain timing requirements with respect to the election, in accordance with the Mello-Roos Act. On July 15, the City Council approved the Resolution of Formation and the Resolution Determining Necessity to Incur Bonded Indebtedness. The City Clerk conducted the election. The Property Owner delivered its ballot to the City Clerk in advance of the public hearing, and the City Clerk announced the election results. The City Council was asked to adopt the Resolution Certifying the Election Results. Upon certification that 2/3rds of the votes cast were in favor of the propositions voted upon in CFD No. 2025-4, the Resolution Certifying the Election Results directed the City Clerk to record a notice of special tax lien on the property within CFD No. 2025-4. The City Council was then asked to introduce an ordinance authorizing the levy of the special tax within CFD No. 2025-4, in accordance with the CFD No. 2025-4 RMA.

The Rustic Meadows project is also required to either annex to or request the formation of a public safety services CFD and a maintenance services CFD. Accordingly, the Property Owner has also requested the formation for Community Facilities District No. 2025-S (Safety Services) and that the Property be annexed to Community Facilities District No. 2025-2 (Maintenance Services) and on June 3, 2025, the City Council also adopted resolutions declaring its intention to form CFD No. 2025-S (Safety Services) and approved the annexation of the Rustic Meadows project into CFD No. 2025-2 (Maintenance Services), and held public hearings on July 15, 2025.

FISCAL IMPACT

The Developer made a deposit of $80,000 to pay for the costs of the formation proceedings, which may be reimbursed to the Property Owner from proceeds of a future bond issuance in accordance with the reimbursement agreement with the Developer. The City will annually levy the CFD No. 2025-4 special taxes on all taxable property within CFD No. 2025-4 in accordance with the CFD No. 2025-4 RMA. Such special taxes will be used to pay for the facilities, administration of the CFDs, and debt service on bonds. Any bonds issued by CFD No. 2025-4 are not obligations of the City and will be secured solely by the Special Taxes levied within CFD No. 2025-4.

ATTACHMENTS

1. Ordinance No. 622-25

ORDINANCE NO. 622-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS) OF THE CITY OF MURRIETA AUTHORIZING THE LEVY OF SPECIAL TAXES

Summary: The ordinance follows the approval by more than two-thirds of voters in a special election held July 15, 2025, which authorized the levy of special taxes, issuance of bonds up to $5,000,000, and the establishment of an appropriations limit. The special tax will fund public infrastructure and repay bonded indebtedness, in accordance with the Rate and Method of Apportionment adopted by Resolution No. 25-4839. The tax will be collected annually on taxable properties within the district until all financial obligations are satisfied.

WHEREAS, on June 3, 2025, the City Council (the "City Council") of the City of Murrieta (the "City") adopted Resolution No. 25-4839 declaring its intention to form Community Facilities District No. 2025-4 of the City of Murrieta (Rustic Meadows) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), and its Resolution No. 25-4840 declaring its intention to incur bonded indebtedness for the District; and

WHEREAS, on July 15, 2025, after providing all notice required by the Act, the City Council conducted a noticed public hearing required by the Act relative to the proposed formation of the District, the proposed levy of a special tax therein to finance certain public facilities described in Resolution No. 25-4839 and to secure the payment of any bonded indebtedness of the District, and the proposed issuance of bonded indebtedness in one or more series in the maximum aggregate principal amount of $5,000,000, as described in Resolution No. 25-4840; and

WHEREAS, at the July 15, 2025 public hearing, all persons desiring to be heard on all matters pertaining to the formation of the District and the proposed levy of the special tax to finance the facilities described in Resolution No. 25-4839 and to secure the payment of bonded indebtedness in the maximum aggregate principal amount of $5,000,000 of the District as described in Resolution No. 25-4839 (the "Bonds") were heard and a full and fair hearing was held; and

WHEREAS, on July 15, 2025, the City Council adopted Resolution Nos. 25-4876 and 25-4877 which formed the District and called a special election within the District on July 15, 2025 on three propositions relating to the levy of a special tax within the District, the issuance of the Bonds and the establishment of an appropriations limit within the District; and

WHEREAS, on July 15, 2025, a special election was held within the District at which the qualified electors approved by more than a two thirds vote Propositions A, B, and C authorizing the levy of a special tax within the District for the purposes described in Resolution 25-4876, the issuance of the Bonds as described in Resolution No. 25-4877 and establishing an appropriations limit for the District; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS) OF THE CITY OF MURRIETA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. By the passage of this Ordinance, the City Council authorizes and levies special taxes within the District pursuant to Sections 53328 and 53340 of the Act at the rates and in accordance with the rate and method of apportionment set forth in Attachment C to Resolution No. 25-4839, which is incorporated by reference herein (the "Rate and Method"). The special taxes are hereby levied commencing in the fiscal year specified in the Rate and Method and in each fiscal year thereafter until payment in full of the Bonds (including any bonds issued to refund the Bonds), payment of all costs of the public facilities and services authorized to be financed by the District, and payment of all costs of administering the District.

Section 3. Each of the Mayor, the City Manager, the Assistant City Manager, the Director of Finance, or their written designees (each, an "Authorized Officer"), acting alone, is hereby authorized and directed each fiscal year to determine the specific special tax rates and amounts to be levied in such fiscal year on each parcel of real property within the District, in the manner and as provided in the Rate and Method. The special tax rate levied on a parcel pursuant to the Rate and Method shall not exceed the maximum rate set forth in the Rate and Method for such parcel, but the special tax may be levied at a lower rate. Each Authorized Officer is hereby authorized and directed to provide all necessary information to the Treasurer-Tax Collector of the County of Riverside and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year, and with respect to Special Tax, until the Bonds are paid in full, the facilities have been paid for, and provision has been made for payment of all of the administrative costs of the District.

Section 4. Properties or entities of the state, federal or other local governments shall be exempt from the special tax, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and Section F of the Rate and Method. No other properties or entities are exempt from the special tax unless the properties or entities are expressly exempted in Resolution No. 25-4876 or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of apportionment or an existing special tax as provided in Section 53334 of the Act.

Section 5. All of the collections of the special tax shall be used as provided for in the Act, the Rate and Method and Resolution No. 25-4876.

Section 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

Section 7. As a cumulative remedy, if any amount levied as a special tax for payment of the interest or principal of the Bonds (including any bonds issued to refund the Bonds), together with any penalties and other charges accruing under this Ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds (including any bonds issued to refund the Bonds), order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax, as authorized by the Act.

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

Section 9. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

Section 10. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the Treasurer-Tax Collector of the County of Riverside, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

Section 11. A full reading of this Ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 12. This Ordinance shall take effect thirty days after its final passage.

PASSED AND ADOPTED by the City Council at a regular meeting held on the _____ day of _____, 2025.

CITY COUNCIL OF THE CITY OF MURRIETA

By:_____
Cindy Warren
Mayor of the City of Murrieta

ATTEST:

_____
Cristal McDonald
City Clerk of the City of Murrieta

APPROVED AS TO FORM:

_____
Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Ordinance was introduced by the City Council of the City of Murrieta, California, at its Regular meeting of July 15, 2025 and adopted at its Regular meeting of _____, 2025 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

_____
CRISTAL MCDONALD, CITY CLERK

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 622-25 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 __ day of _____, 2025.

_____
Cristal McDonald, City Clerk

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 17.

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 Grant from the California Highway Patrol Cannabis Tax Fund via the California Highway Patrol Impaired Driving Section

RECOMMENDATION

Adopt Resolution No. 25-4881 entitled: *A Resolution of the City Council of the City of Murrieta, California, Authorizing Acceptance of Grant Funds in the Amount of $211,234.00 from the State of California Department of Highway Patrol and Authorizing the City Manager or Their Designee to Execute the Agreement on Behalf of the City*; and

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

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

DISCUSSION

The Murrieta Police Department has been awarded a grant from the California Highway Patrol (CHP) Cannabis Tax Fund, administered through the CHP Impaired Driving Section, Cannabis Grants Unit. The grant's purpose is to improve public safety by enhancing the Department's ability to detect and deter impaired driving through training, equipment upgrades, and public education and enforcement programs.

The funding is made available through the California Revenue and Taxation Code Section 34019(f)(3)(B) and is contingent upon the availability of funds disbursed from the California Cannabis Tax Fund. The grant award total is $211,234.

This grant will allow the Murrieta Police Department to pursue a comprehensive approach to reduce impaired driving through enforcement, education, and community engagement. The project scope includes:

- **Purchase of a DUI/DUID Enforcement Vehicle ($85,000):**
  A new truck upfitted with emergency and radio equipment to tow the DUI checkpoint trailer, replacing a 2006 vehicle nearing end-of-life.
- **Vehicle Upfitting ($35,000):**
  The vehicle will be upfitted with decals, emergency lights, radios, and computer equipment necessary for deployment.
- **Training and Enforcement Personnel ($91,234):**
  - Host one three (3) day Standardized Field Sobriety Test (SFST) course.
  - Fund three (3) DUI checkpoints across the year.
  - Conduct 20 DUI saturation patrols, distributed evenly across quarters.

These efforts aim to reduce DUI-related traffic collisions, injuries, and fatalities by increasing officer training and visibility in the community. Officers trained through this grant will retain their skills beyond the life of this funding, supporting long-term program sustainability.

FISCAL IMPACT

Staff recommends that the City Council amendment of the Fiscal Year 2025/26 Operating Budget to allocate and appropriate the grant funds in a special revenue fund as follows:

- Intergovernmental Revenue - Federal Reimbursement $211,234
- Capital Outlay - Vehicles $120,000
- Personnel Costs and Operating & Maintenance (various accounts) $91,234

There is no local fund match or cost-share requirement for this grant. This is a reimbursable grant, meaning the City must incur the expenditures prior to requesting reimbursement.

ATTACHMENTS

1. Resolution No. 25-4881

RESOLUTION NO. 25-4881

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, AUTHORIZING ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $211,234.00 FROM THE STATE OF CALIFORNIA DEPARTMENT OF HIGHWAY PATROL AND AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the State of California Department of Highway Patrol has notified the City of Murrieta that the Murrieta Police Department has been awarded the FY25/26 CTFGP Law Enforcement – Murrieta Police Department grant in the amount of $211,234.00 for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products; and

WHEREAS, the Agreement, attached hereto as Exhibit "A", would provide funds to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Police Department's effectiveness through training and development of new strategies; and,

WHEREAS, the grant cycle is from 07/01/2025-06/30/2026 (FY25/26) and for a term of one (1) year.

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

Section 1. That the City Council hereby authorizes acceptance of grant funds from the State of California Department of Highway Patrol. **Section 2.** That the FY25/26 CTFGP Law Enforcement – Murrieta Police Department Agreement between the City of Murrieta and the State of California Department of Highway Patrol is approved.

Section 3. That the City Manager or their designee is hereby authorized to execute the Agreement on behalf of the City of Murrieta.

Section 4. That the City Manager or his designee is authorized to amend the current year's Fiscal Year Revenue and Expense Budget in accordance with the grant funds authorized by this Resolution; to carry forward unexpended budget grant funds from fiscal year to fiscal year throughout the term of the grant.

PASSED AND ADOPTED this 19th day of August, 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. 25-4881 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 19th day of August 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

EXHIBIT A

Award Number
23420

1. GRANT TITLE
FY25/26 CTFGP Law Enforcement - Murrieta Police Department

2. NAME OF ORGANIZATION/AGENCY
Murrieta Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Murrieta Police Department Traffic Division

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2025 To: 06/30/2026

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $211,234.00

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

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 Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Matt Henry
Title: Chief of Police
Phone: (951) 461-6320

Address: 2 Town Square
Murrieta, CA 92562

E-Mail: mhenry@murrietaca.gov

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Andrew Beasley Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ABeasely@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Dawnn Jackson
Title: Management Analyst
Phone: (951) 461-6321

Address: 2 Town Square
Murrieta, CA 92562

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may 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 by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Murrieta Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The Murrieta Police Department is trying to purchase new equipment to ensure we have the ability to service our DUI Checkpoints and maintain our presence in the community for the detection and enforcement of impaired driving and improving the safety of motorists in our service area. We believe the most effective use of monies to have the greatest impact on the community is updating our truck to serve the needs of the community for the next 20 years as our current truck for the DUI trailer is a 2006 and aging. Furthermore we would like to increase the number of officers trained in the detection and enforcement of impaired driving by allocating funds to have more officers complete the SFST and ARIDE Training, as well as getting more officers trained as trainers so we can put on future training to help the law enforcement community around us with the higher level of expertise. Lastly, we would like to use funds to have more DUI Saturation patrols as well as checkpoints. We believe taking the approach of high visibility patrols as well as publicized DUI checkpoints not only acts as a community deterrent but increases the likelihood of detection which can improve the safety by locating violators before they are involved in vehicle collision.

Problem Statement & Proposed Solution

The City of Murrieta is home to approximately 118,000 residents and is continuing to grow and expand. This expansion is estimated to continue at a growth rate of 1.47% per year and has increased the usage of the roads and increased the capacity for collisions, especially those related to impaired driving. In 2024, the Murrieta Police Department took 686 collision reports. Of those reports there were 25 involving alcohol or drugs and resulted in an injury. There were also 4 fatalities related to impaired driving in 2024. Furthermore the Murrieta Police Department services nearly 22,000 students across the different schools which require education about impaired driving. The department is dedicated to taking a multi-pronged approach to reducing the harm of impaired driving on the community. Utilizing the funding from the grant to get more training, better equipment and more opportunities for increased enforcement.

Performance Measures/Scope of Work

1 Truck outfitted with emergency equipment purchased in Q1 which will be put into the fleet as soon as practical. This truck will be used to transport our checkpoint trailer and equipment for DUI and DL checkpoints throughout the city.

3() DUI Checkpoints (Q2-(1 event), Q-3-(1 event), Q-4-1 event)): We are looking to increase awareness and prevention for drunken and drugged driving by increasing our presence in the community via checkpoints and reducing related collisions by 10%.

20 DUI Saturation Patrols (Q1-5, Q2-5, Q3-5, Q4-5): The increased patrol and presence in the community would look to reduce the number of deaths related to drunken and drugged driving by 10%.

Host and Instruct 1 SFST Course during Q1: We would train our own officers as well as invite officers from other agencies to attend the training. This would allow us to increase our proficiency in identifying drivers under the influence and expand our reach beyond just our department so the funds are better spent and invested.

Project Performance Evaluation

At the end of the reporting period, I will run statistical data through our reporting system. I will look to see a reduction in the number of collisions that are related to DUI and DUID. I will further examine this data to identify the seriousness of the collisions to see the reduction in fatal collisions. I will also look at our report management system to identify an increase in DUI and DUID arrests. This will help determine if the increased training and presence of officers leads to a year over year improvement in our enforcement activities as we address the problem through enforcement and education.

Schedule A

For the community education and outreach portion, I will look at the social media engagement data to keep track of how our posts and advertising of our activities are interacted with by members of the community. I will be able to identify our reach and when we post follow up information in reporting our stats from the activities to the community, how they respond.

Program Sustainability

The truck is a one time purpose that will replace old equipment that we already have. The department is committed to the servicing and upkeep of the new equipment to ensure it is useable for the long term thus not require any funding of significance. Additionally once the officers have gone through the training, they will then be able to deploy that training in the field. Furthermore they can informally train their partners up to bring the overall knowledge of the department up to a higher level of understanding. This knowledge will outlast the grant funds and be used into the future as officers are trained and gain more experience.

Administrative Support

The department currently and historically has been operating with funding from the OTS Grant. The OTS Grant is currently managed by myself, and I am aware of the documentation and reporting guidelines and how to manage and track the funding. We have a managerial analyst, who is the responsible party for the fiscal side of the grants. Dawnn Jackson has been in place for several years and knows the guidelines and tracking for grant funding to ensure we stay within budget and account for the monies entrusted to the department for reportable costs. The department as a whole has the staffing to ensure the funds are appropriately used in increasing our enforcement and presence in the community without impacting our day to day operations. We have enough trained staff that we can host an SFST course and train not only our officers but invite other local law enforcement agencies to train thus making the dollars used more valuable by helping other agencies and keeping California's roadways safer and our increasing our investigative prowess as it comes to DUI and DUID detection.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23420	Murrieta Police Department	$211,234.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	DUI/DUID Vehicle Outfitting	$35,000.00
Category Sub-Total		**$35,000.00**
Personnel	SFST Training-Instruct	$11,304.00
	DUI Saturation Patrols	$43,180.00
	DUI Checkpoint	$36,750.00
Category Sub-Total		**$91,234.00**
Equipment	DUI/DUID Vehicle	$85,000.00
Category Sub-Total		**$85,000.00**

Grant Total	**$211,234.00**

Schedule B-1
Budget Narrative

Murrieta Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

DUI/DUID Vehicle Outfitting
$35,000.00
The truck will need to be upfitted with decals, emergency equipment, radio equipment, and computer equipment. The cost breakdown is approximately:

Decals 5,000.00
Emergency Equipment 23,000.00
Radio Equipment 10,000.00
Computer Equipment 2,000.00

Personnel

DUI Checkpoint

$36,750.00

3 DUI Checkpoints for 8 hours (all hours listed below are overtime rates including benefits):

1 Sgt / 134.92/ hour
10 line workers (officer up to sgt) / 134.92/ hour
1 Civilian / 47.23/hour (Civilian is responsible assisting in vehicle tows as well as tracking the vehicles through the checkpoint to comply with "Ingrasoll 8" for lawful checkpoints).

DUI Saturation Patrols
$43,180.00
20 patrols of 2 units working- 8 hour shifts (this is the highest level of overtime rate including benefits)

Any rank up to Sgt at 134.92/hour

SFST Training-Instruct
$11,304.00
Host a 3-day POST Certified SFST Course 3 Instructors up to rank of Sgt 134.92/hour (this is the overtime rate including benefits)= 24 hours of training and 3 hours of prep time to equal 27 hours per position. Food/snacks for hosting the training including a wet lab: $125/day of training

Equipment

DUI/DUID Vehicle
$85,000.00
The purchase of a new truck that will be used to tow the DUI Checkpoint Trailer to and from events. This cost includes the purchase of the truck, the installation of required emergency equipment, and any storage necessary for the truck to hold equipment related to the checkpoint activities and enforcement activities.

The truck is approximately $85,000.00

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 18.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Jeff Hitch, City Engineer

SUBJECT:
Declaration that Emergency Conditions Persist in Connection with the Hayes Avenue Bridge at Miller Canyon Creek

RECOMMENDATION

Adopt Resolution No. 25-4882 entitled: *A Resolution of the City Council of the City of Murrieta, California, Declaring that Emergency Conditions Persist in Connection with the Hayes Avenue Bridge at Miller Canyon Creek* by a four/fifths vote.

PRIOR ACTION/VOTE

On June 20, 2023, the City Council authorized an on-call consulting services Agreement with Michael Baker International, Inc. for civil engineering services (Vote: 4-0).

On June 4, 2024, the City Council approved Resolution No. 24-4745, approving the Capital Improvement Plan Budget for Fiscal Year 2024/25, and the Fiscal Year 2024/25 to 2028/29 Capital Improvement Plan (Vote 5-0).

On March 18, 2025, the City Council adopted Resolution No. 25-4816, declaring an emergency condition for the Hayes Avenue Bridge at Miller Canyon Creek, authorizing a purchase order for Michael Baker International in the amount of $89,580.92, and amending the Capital Improvement Plan budget to create the Hayes Avenue Bridge at Miller Canyon Creek Project CIP No. 11004 and appropriate $725,000 of Area Drainage Fees (Vote 5-0).

On June 17, 2025, the City Council adopted Resolution No. 25-4847, declaring that Emergency Conditions persist in connection with the Hayes Avenue Bridge at Miller Canyon Creek (Vote 5-0) and

On July 1, 2025, the City Council adopted Resolution No. 25-4863, declaring that Emergency Conditions persist, appropriating funding, and approving the execution of a contract for reconstruction of the Hayes Avenue Bridge at Miller Canyon Creek (Vote 4-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

On February 6, 2025, the City of Murrieta (City) staff encountered a pothole in the deck of the Hayes Avenue Bridge crossing Miller Canyon Creek, located generally between Ivy Street and B Street. Upon this discovery, Engineering staff believed the bridge could be unsafe and closed the bridge until further evaluation could be completed.

Michael Baker International (MBI) was contracted using the City's existing on-call agreement to perform a structural evaluation of the bridge. The evaluation was performed, and a report was generated and provided to the City. The report concluded that the bridge is structurally deficient for fire truck access and needs to be replaced. The bridge has a span that is 15-feet long, is 24-feet wide, and has concrete abutments with wooden girders and decking covered with asphalt concrete. MBI subsequently provided the City with a proposal to provide environmental and engineering services for engineering plans and emergency environmental permits necessary to replace the bridge with an alternate reinforced concrete box culvert. Environmental and engineering design has since been completed, and the permit documents are ready to be submitted once a contractor is ready to commence work.

The adoption of an emergency declaration on March 18, 2025, allowed for emergency permitting as well as foregoing the normal public works bidding requirements pursuant to the California Public Contract Code, allowing staff to negotiate a scope of work and fee with contractors to perform the necessary construction. The scope of work included removing the existing bridge structure, minor grading, and construction of a cast-in-place Reinforced Concrete Box (RCB), concrete wingwalls, rip rap energy dissipators, new pavement section over the RCB, and guardrail. Originally, construction was anticipated to commence within two (2) weeks of award and that it would take three (3) to four (4) weeks to complete.

A resolution was adopted extending the emergency declaration, and on July 1, 2025, a contract was awarded to Murrieta Development Construction to construct the bridge replacement subject to environmental permits and further extend the emergency declaration. However, the emergency permit has not yet been approved by the Regional Water Quality Control Board (RWQCB), and the RWQCB is requiring a modification to the design of the bridge structure from a box culvert design to a span bridge design which also requires coordination with Western Municipal Water District (WMWD) due to an adjacent waterline that is now impacted. As a result, the emergency declaration now needs to be extended until the final design can be determined.

Initiation of construction of the bridge is pending finalization of the bridge design, coordination with WMWD, and approval of the permits from RWQCB. Once the permits are approved, due to lead times to acquire bridge materials, staff is hopeful that construction will commence in November 2025.

The emergency conditions will remain until the bridge has been repaired. Under the California Public Contract Code, the City Council is required to periodically review whether the emergency conditions have abated and/or continue as well as to adopt a resolution by a four-fifths vote to confirm the continuation of the emergency or to declare the emergency to be concluded.

FISCAL IMPACT

There is no fiscal impact associated with this item. The additional cost of this project, if there is any, is unknown at this time.

ATTACHMENTS

1. Resolution No. 25-4882

2. Vicinity Map

RESOLUTION 25-4882

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, DECLARING THAT EMERGENCY CONDITIONS PERSIST IN CONNECTION WITH THE HAYES AVENUE BRIDGE AT MILLER CANYON CREEK

WHEREAS, after strong winter storms, on February 6, 2025, City of Murrieta ("City") staff encountered a pothole in the deck of the Hayes Avenue Bridge crossing Miller Canyon Creek located generally between Ivy Street and B Street ("Bridge"), requiring the City to close the Bridge until further evaluation could be completed; and

WHEREAS, on February 11, 2025, a contractor retained by the City conducted a structural evaluation of the Bridge and determined that the Bridge is structurally deficient for fire truck access and needs to be replaced. This unexpected occurrence, which has not yet been remedied, poses a clear and imminent danger requiring immediate action to allow the City to continue providing fire truck access to all of its residents, which is an essential public service, and the closure of the Bridge constitutes an "emergency" as defined in Public Contract Code § 1102; and

WHEREAS, pursuant to Public Contract Code §§ 20168 and 22050, contracts for emergency expenditures may be approved by the adoption, by a four-fifths vote, of a resolution declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property such that the City is authorized to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, as a result of the unexpected occurrence the City desires to use the process authorized by Public Contract Code § 22050 to immediately investigate and replace the Bridge; and

WHEREAS, on March 18, 2025, the City Council adopted Resolution No. 25-4816 by a 5-0 vote to authorize investigations and emergency repair work to the Bridge pursuant to California Public Contract Code Sections 1102, 20168, and 22050; and

WHEREAS, the City Council adopted Resolution No. 25-4847, declaring that Emergency Conditions persist in connection with the Hayes Avenue Bridge at Miller Canyon Creek; and

WHEREAS, on July 1, 2025, the City adopted Resolution No. 25-4863, declaring that Emergency Conditions persist, appropriating funding, and approving the execution of a contract for reconstruction of the Hayes Avenue Bridge at Miller Canyon Creek; however, the emergency permit has not yet been approved by the Regional Water Quality Control Board (RWQCB) and the RWQCB is requiring a modification to the design of the bridge structure which requires the project to be redesign and coordination with Western Municipal Water District (WMWD); and

WHEREAS, the ongoing structural deficiency continues to constitute an "emergency" as that term is defined in Public Contract Code § 1102; and

WHEREAS, this item will be reviewed until the repair work has been completed, to ensure that the need to continue the emergency action continues to exist.

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

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

Section 2. The City Council finds that the facts set forth above constitute facts demonstrating that an emergency condition exists, has not abated, and that such emergency condition does not permit the delays which would result from a competitive solicitation for bids. The City Council further finds that the immediate replacement of the Bridge is necessary to respond to the emergency conditions.

Section 3. The City Engineer shall cause a report on the status of the emergency circumstances to be agendized at a City Council meeting every sixty days until either the City Council finds that the repair work has been completed or that the emergency conditions have ceased to be present.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 19th day of August, 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 Resolution No. 25-4882 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 19th day of August, 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

Vicinity Map
Hayes Ave Bridge at Miller Canyon Creek

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 19.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Renée Santos, Administrative Assistant - Engineering

SUBJECT:
First Amendment to the Agreement with Leighton Consulting, Inc. for On-Call Geotechnical Consulting Services

RECOMMENDATION

Approve the First Amendment to the Agreement with Leighton Consulting, Inc., to reflect the assignment of the agreement to Verdantas, Inc., following Verdantas' acquisition of Leighton; and

Authorize the City Manager to execute the amendment.

PRIOR ACTION/VOTE

On June 20, 2023, City Council authorized entering into an on-call geotechnical consulting services agreement with Leighton Consulting, Inc. (Vote: 4-0).

CITY COUNCIL GOAL

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

DISCUSSION

Leighton Consulting, Inc. (Leighton) is a geotechnical engineering firm that was awarded an on-call agreement with the City of Murrieta (City) in June 2023. The agreement has a three-year term and may be renewed for up to three additional one-year terms, subject to satisfactory performance and at the discretion of the City Manager.

Leighton recently notified the City that it was acquired by Verdantas, Inc. (Verdantas) in March 2024. As a result of this acquisition, an assignment of the agreement from Leighton to Verdantas is required. The attached First Amendment to the Agreement will address the assignment which transfers all rights and obligations under the existing agreement from Leighton to Verdantas, and Verdantas has accepted these obligations.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action. All services will be provided through budget established in the operating and Capital Improvement Plan (CIP) budgets.

ATTACHMENTS

1. First Amendment to the Agreement with Leighton Consulting, Inc.

FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF MURRIETA

AND VERDANTAS, INC.

This First Amendment ("First Amendment") is made and entered into this 19th day of August 2025, by and between the City of Murrieta, a municipal corporation ("City"), and Leighton Consulting, Inc., a California Corporation ("Consultant") which has been acquired by and is now known as Verdantas, Inc., a Delaware Corporation ("Assignee").

R E C I T A L S

WHEREAS, on or about June 20, 2023, City and Consultant entered into the "Agreement Between the City of Murrieta and Leighton Consulting, Inc." ("Agreement"), pursuant to which Consultant agreed to provide construction inspection services; and

WHEREAS, pursuant to Section 15 of the Agreement, Consultant seeks the City's written approval of the transfer and assignment of Consultant's rights and obligations under the Agreement to Assignee; and

WHEREAS, at this time, City desires to consent to the transfer and assignment of Consultant's rights and obligations under the Agreement to Assignee pursuant to this First Amendment;

A G R E E M E N T

The recitals contained above are incorporated herein by reference and the Agreement is hereby amended as follows:

1. Prior to the date of consideration of this First Amendment by the City, Assignee shall provide the City with updated proof of all required insurance and endorsements as set forth in Article 10 of the Agreement.

2. As of the date of this First Amendment, Section 2.3 will be amended to read as follows:

"2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY:	Jeffrey J. Hitch, City Engineer
Address:	City of Murrieta One Town Square Murrieta, CA 92562
Phone:	(951) 461-6076
Facsimile:	(951) 461-6049
For CONSULTANT:	Kristin Williams, West Area Leader
CONSULTANT:	Verdantas, Inc.
Address:	2600 Michelson Dr, Suite 400

Irvine, CA 92612
Phone: 949-681-4273
Facsimile: N/A

3. As of the date of this First Amendment, a new Section 15.1 is added to the Agreement to read as follows:

"Approval of Assignment. As of August 19, 2025, Verdantas, Inc., a Delaware Corporation ("Assignee") agrees to accept the rights and responsibilities of Consultant in accordance with the terms of this Agreement and City has agreed to consent to the transfer and assignment of Consultant's rights and obligations under the Agreement to Assignee. All references in the Agreement to 'Consultant' shall refer to 'Assignee' as of August 19, 2025."

4. Except as expressly provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto executed this First Amendment to be effective as of the date first written above.

CITY:

City of Murrieta, a municipal corporation

By: _____
Justin Clifton, City Manager

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Paul Early, City Attorney

CONSULTANT:

Leighton, Inc., a California Corporation

By: _____

Sudhir Damle, Chief Executive Officer

Mailing address:
41715 Enterprise Circle N.
Suite 103
Temecula, CA 92590

ASSIGNEE:

Verdantas, Inc., a Delaware Corporation

By:

_____

Name: Kristen Williams
Title: Secretary

By:

_____

Name: Nikhila Srirangpatna
Title: Vice President

Mailing address:

2600 Michelson Dr
Suite 400
Irvine, CA 92612

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 20.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Garrett Strang, Civil Engineering Assistant

SUBJECT:
Construction Contract for the Los Alamos Road, Antelope Road, and Elm Street Pavement Rehabilitation Project, CIP No. 13047

RECOMMENDATION

Award the Construction Contract for the Los Alamos Road, Antelope Road, and Elm Street Pavement Rehabilitation Project, Capital Improvement Plan No. 13047, to R.J. Noble Company in the amount of $3,377,678.35;

Authorize a 15% construction contingency of $506,651.75;

Authorize the City Engineer to approve contract change orders not to exceed 15% of the contract amount;

Approve Reimbursement Agreements with Eastern Municipal Water District and Frontier Communications;

Amend the Fiscal Year 2025/26 Capital Improvement Plan and Operating Budget to include a revenue and expenditure appropriation of $56,262.50 in Reimbursement Agreement funds (Fund 319) available for use in Capital Improvement Plan No. 13047;

Amend the Fiscal Year 2025/26 Capital Improvement Plan Budget to transfer $2,870,565.95 of Road Repair and Accountability Act of 2017 funds (Fund 307) and $543,883.07 of Gas Tax funds (Fund 306) from Capital Improvement Plan No. 08043 and into Capital Improvement Plan No. 13047;

Amend the Fiscal Year 2025/26 Capital Improvement Plan Budget and appropriate $350,000 from the Road Repair and Accountability Act of 2017 (Fund 307) unassigned Fund Balance into Capital Improvement Plan No. 13047; and

Authorize the Mayor to execute the Construction Contract and the two Reimbursement Agreements.

PRIOR ACTION/VOTE

On April 2, 2024, the City Council accepted the CalRecycle Grant No. TRP16-23-0020 award in the amount of $145,720 from the State of California Environmental Protection Agency, ratified the execution of the

agreement, amended the Fiscal Year 2023/24 Capital Improvement Plan budget to appropriate an expenditure budget into Capital Improvement Plan Project No. 13047, and amended the Fiscal Year 2023/24 operating budget to appropriate a grant revenue budget (Vote 5-0).

On June 3, 2025, the 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 Los Alamos Road, Antelope Road, and Elm Street Pavement Rehabilitation Project, Capital Improvement Plan No. 13047 (Vote 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

BACKGROUND

The Los Alamos Road, Antelope Road, and Elm Street Pavement Rehabilitation Project, Capital Improvement Plan (CIP) No. 13047, will rehabilitate Los Alamos Road from Lincoln Avenue to Whitewood Road (approximately 1.1 miles), Antelope Road from Mapleton Avenue to Scott Road (approximately 0.7 miles), and Elm Street from Jefferson Avenue to Adams Avenue (approximately 0.35 miles). Improvements will consist of removal and replacement of failing pavement structural sections, grinding/cold milling of existing asphalt, placement of asphalt rubber hot mix overlay, asphalt rubber aggregate membrane pavement interlayer, asphalt concrete dike, cold central plant recycling, utility adjustments, subgrade base treatment, geotextile reinforcement, detector loop replacement and modifications, signing and striping, and removal and replacement of concrete curb ramps and other minor concrete improvements. CIP No. 13047 is funded by the Road Repair and Accountability Act of 2017 (SB-1), Rubberized Pavement Grant Program (CalRecycle), and Utility Reimbursement Agreements.

Utility Reimbursement Agreements

As part of the pavement rehabilitation process, Eastern Municipal Water District (EMWD) and Frontier Communications (Frontier) manholes need to be adjusted to accommodate construction. Staff has negotiated Reimbursement Agreements with EMWD and Frontier to allow the City's contractor to adjust each of the utility company's facilities during construction and allow for reimbursement to the City for those expenses, up to $56,262.50. A summary of the agreement is as follows:

Reimbursement Agreement	Reimbursable Amount
Eastern Municipal Water District	$46,862.50
Frontier Communications	$9,400.00
Total	**$56,262.50**

Staff recommends establishing a revenue budget for utility company reimbursement funds, accepting funds in the total amount of $56,262.50, and amending the CIP Budget to include appropriation of these funds into CIP No. 13047. At the conclusion of the project, pursuant to the agreements, the City will invoice each of the utility companies for reimbursement of the funds.

Project Bidding and Determination

The City advertised the project on June 24, 2025, and received a total of four construction bids on July 15, 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.	R.J. Noble Company	$3,389,678.35
2.	All American Asphalt	$3,719,532.90
3.	Vance Corporation	$3,937,185.91
4.	Nationwide Contracting Services	$4,990,923.77

Bid items 69 through 73 were advertised as Additive Bid Items in order to allow EMWD, Frontier, and Southern California Edison (SCE) the option to self-perform adjustments to their facilities in lieu of reimbursing the City for the City's contractor to perform their respective items of work. EMWD and Frontier have elected to have the City's contractor perform the adjustments of their facilities for Additive Bid Items 69 through 72. Note that the sum of Additive Bid Items 69 through 72 does not match the sum of the Reimbursement Agreements due to contingency costs and estimated bid item values that were established prior to bid opening. SCE has elected to self-perform their own facility adjustments associated with Additive Bid Item 73. This adjustment will reduce the total contract amount to $3,377,678.35. A breakdown of the total contract award amount for the sum of the total Base Bid items and the selected Additive Bid items are as follows:

Bid Item Description	Amount
Total Amount Base Bid Items	$3,346,728.35
Additive Bid Item 69: Double Adjust Manhole (EMWD)	$15,500.00
Additive Bid Item 70: Single Adjust Manhole (EMWD)	$8,550.00
Additive Bid Item 71: Double Adjust Manhole (Frontier)	$3,100.00
Additive Bid Item 72: Single Adjust Manhole (Frontier)	$3,800.00
Additive Bid Item 73: Double Adjust Manhole (SCE)	NOT USED
Total Contract Award (Base Bid + Selected Additive Bid):	**$3,377,678.35**

The Public Works Engineering Department has reviewed the bids and determined that the item prices are consistent with today's construction market and recommends that the contract be awarded to the lowest responsible bidder, R.J. Noble Company, in the amount of $3,377,678.35 for the Total Base Bid and Additive Bid Items 69 through 72, plus a 15% contingency of $506,651.75, for a total of $3,884,330.10.

FISCAL IMPACT

The construction contract amount to be awarded is $3,377,678.35, plus an additional 15% contingency of $506,651.75, for a total of $3,884,330.10. Funding will be available in CIP No. 13047 upon approval of the following amendments to the Operating Budget and Capital Improvement Plan Budget for Fiscal Year 2025/26.

Staff recommends:

- Transferring budget/appropriation $2,870,565.95 of SB1 Funds (Fund 307) and $543,883.07 of Gas Tax Funds (Fund 306) from CIP No. 08043 and into CIP No. 13047.
- Establishing a budget/appropriation of $350,000 in SB1 (Fund 307) unassigned fund balance into CIP No. 13047.
- Establish a revenue budget and expenditure budget/appropriation of $56,262.50 in Reimbursement Agreement funds (Fund 319) into CIP No. 13047.

ATTACHMENTS

1. Contract between the City of Murrieta and R.J. Noble Company
2. Proposal from R.J. Noble Company
3. Bid Summary
4. Reimbursement Agreement Between the City and EMWD
5. Reimbursement Agreement Between the City and Frontier
6. Vicinity Map

CONTRACT

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET PAVEMENT REHABILITATION: CIP NO. 13047, CITY PROJECT NO. 23-478

THIS CONTRACT, made and entered into the _____ day of _____, 2025, by and between the **City of Murrieta**, a municipal corporation, hereinafter referred to as "CITY," and R.J. NOBLE COMPANY, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

That CITY and CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

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 "Los Alamos Road, Antelope Road and Elm Street Pavement Rehabilitation, CIP No. 13047, City Project No. 23-478", 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 2018 edition of the Standard Specifications for Public Works Construction (Green Book) will control the installation of ARAM. The 2024 edition of the Standard Specifications for Public Works Construction (Green Book) will control the installation and operation of Cold Central Plant Recycling (CCPR)

1.

The Los Alamos Road, Antelope Road, and Elm Street Pavement Rehabilitation Plans consist of:

Improvement Plans:
Sheet 1: Title Sheet
Sheets 2 – 3: Detail Sheets and Construction Notes
Sheets 4 – 9: Street Rehabilitation Plans
Sheets 10 – 15: Signing & Striping Plans
Traffic Control Plans:
Sheets 1 – 5: Traffic Control Plans for Los Alamos Road (Appendix E)
Curb Ramp Exhibits:
Los Alamos Road at Gibraltar/Parkcrest Curb Ramp Replacement (Exhibit A)
Antelope Road at Heritage Marketplace Curb Ramp Replacement (Exhibit B)

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, construction methods and alternate materials 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:

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET PAVEMENT REHABILITATION: CIP NO. 13047, CITY PROJECT NO. 23-478

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.

The work to be performed shall be completed within **seventy-five (75)** working days after execution of Contract and Notice to Proceed has been issued, 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 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 dollars ($1,000)** 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.

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 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: 07/15/2025

CONTRACTOR:

By: X _____

STEVEN L. MENDOZA

Print or type NAME

VICE PRESIDENT

Print or type TITLE

714-637-1550

Phone Number

By: X _____

JENNIFER M. VEGA

Print or type NAME

SECRETARY

Print or type TITLE

714-637-1550

Phone Number

DATED: _____

CITY OF MURRIETA

By: _____

Cindy Warren, Mayor

APPROVED AS TO FORM:

_____

Tiffany Israel, City Attorney

ATTEST:

_____

Cristal McDonald, City Clerk

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of ORANGE }

On 07/15/2025 before me, J. DEIONGH, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared JENNIFER M. VEGA
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.

J. DEIONGH
Notary Public - California
Orange County
Commission # 2468114
My Comm. Expires Oct 28, 2027

Place Notary Seal and/or Stamp Above

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 x _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of ORANGE

On 07/15/2025 (*Date*) before me, J. DEIONGH, NOTARY PUBLIC (*Here Insert Name and Title of the Officer*),

personally appeared STEVEN L. MENDOZA (*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.

J. DEIONGH
Notary Public - California
Orange County
Commission # 2468114
My Comm. Expires Oct 28, 2027

Place Notary Seal and/or Stamp Above

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 x _____
Signature of Notary Public

OPTIONAL

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Document Date: _____ Number of Pages: _____

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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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.*****

DATE: 07/15/2025

TO THE CITY CLERK OF MURRIETA, CALIFORNIA:

BIDDER (Firm Name) R.J. NOBLE COMPANY

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET PAVEMENT REHABILITATION: CIP NO. 13047, CITY PROJECT NO. 23-478

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.

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.*****

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET PAVEMENT REHABILITATION: CIP NO. 13047, CITY PROJECT NO. 23-478

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
1	Mobilization	1	LS	UNIT PRICES and TOTAL ITEM PRICES shall be submitted online at PlanetBids.com	
2	Traffic Control System	1	LS		
3	Water Pollution Control	1	LS		
4	Construction Surveying and Staking	1	LS		
5	Changeable Message Signs	5	EA		
6	Encroachment Permits	1	LS		
7	Project Information Sign	3	EA		
8	Furnish/Install Survey Monument per COM std. no. 617B AND 617C	2	EA		
9	Adjust Existing Survey Monument to Grade	1	EA		
10	Double Adjust Storm Drain Manhole	5	EA		
11	Concrete Removal (Curb Ramp, Cross Gutter, Spandrel, Curb/Gutter, Sidewalk)	5,997	SF		
12	Construct Concrete Cross Gutters, Spandrel, Curb, and Gutter per City Std. 311, 312 & 318	2,385	SF		
13	Construct Concrete Access Ramps, City Std. 321	3,077	SF		
14	Construct Concrete Sidewalks, City Std. 320	436	SF		
15	Remove and Dispose of Asphalt Concrete Pavement (average depth 5.3" Digouts on Antelope Rd.)	9,220	SF		
16	Remove and Dispose of Asphalt Concrete Pavement (average depth 5.75" Digouts on Los Alamos Rd.)	38,924	SF		
17	Remove and Dispose of Aggregate Base and Subgrade Prep (7" depth Base Digout on Elm St.)	4,110	SF		
18	Cold Milling Asphalt Concrete Pavement Full Width at 2.375" Depth (Antelope Rd)	24,139	SY		
19	Cold Milling Asphalt Concrete Pavement Full Width at 4" Depth For Use in CCPR (Elm St)	13,295	SY		
20	Cold Milling Asphalt Concrete Pavement Full Width at 2.25" Depth (Los Alamos Rd)	17,425	SY		
21	Cold Milling Asphalt Concrete Pavement 6' Header Grind at 2" Depth (Los Alamos Rd)	6,239	SY		
22	Remove Existing AC Dike (Ranges from 2" to 6")	3,462	LF		
23	Aggregate Base for Base Digout on Elm St.	94	CY		
24	Install Geotextile Reinforcement (Tensar Triax Geogrid Type 2 or Approved Equal)	870	SY		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
25	ARHM Overlay 2" (Los Alamos Rd, Antelope Rd, Elm St)	8,559	TON		
26	ARHM Overlay 2.25" (Los Alamos Rd)	1,456	TON		
27	Install 3/8" ARAM (Antelope Rd)	24,139	SY		
28	CCPR AC Pavement 4" (Elm St)	2,619	TON		
29	CCPR Mix Design, Sampling, and Testing	1	LS		
30	Emulsified Recycling Agent (For use in CCPR)	91	TON		
31	Cement (For Use in CCPR)	26	TON		
32	Asphalt Concrete Pavement for Removal and Replacement of AC (Digouts)	1,636	TON		
33	Construct 6" AC Dike per City STD. 315	3,462	LF		
34	Furnish/Install Detector Loop	153	EA		
35	Furnish and install #5 pullbox, connect DLC for traffic loops	11	EA		
36	Furnish and install 2" conduit under sidewalk panels or as shown . Connection Type as Shown	168	LF		
37	Furnish and install 2" conduit under sidewalk panels (jack & bore). Connection Type as Shown	80	LF		
38	Furnish and install DLC. Connect loops to existing traffic cabinet	3,337	LF		
39	Wet Sandblast/Remove Existing Pavement Markings on bridge deck	1,505	LF		
40	Pavement Striping Detail 12	11,554	LF		
41	Pavement Striping Detail 22	4,266	LF		
42	Pavement Striping Detail 25	2,218	LF		
43	Pavement Striping Detail 27B	5,446	LF		
44	Pavement Striping Detail 29	9,324	LF		
45	Pavement Striping Detail 32	862	LF		
46	Pavement Striping Detail 37B	688	LF		
47	Pavement Striping Detail 38	5,506	LF		
48	Pavement Striping Detail 39	8,680	LF		
49	Pavement Striping Detail 39A	2,420	LF		
50	Thermoplastic Striping Detail 40	512	LF		
51	Pavement Striping 6" Solid White Lane Line	1,950	LF		
52	Pavement Striping 12" Solid White Diagonals	418	LF		
53	Paint Pavement Striping 6" Solid White Line (Diagonals for bike lane buffer)	543	LF		
54	Painted Bike Lane Symbol with Person Pavement Marking and Bike Lane Arrow	456	SF		
55	Thermoplastic Pavement Marking "SIGNAL" and "AHEAD"	400	SF		
56	Thermoplastic Pavement Marking "KEEP" and "CLEAR"	400	SF		
57	Thermoplastic Pavement Marking "STOP"	50	SF		
58	Thermoplastic Pavement Marking (Type IV Arrow)	1,742	SF		
59	Thermoplastic Pavement Marking (Type VII Arrow)	30	SF		
60	Thermoplastic Pavement Marking (Type VI Arrow)	72	SF		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
61	Thermoplastic Pavement Marking (Type I Arrow)	48	SF		
62	Thermoplastic Pavement Marking (12" White)	2,493	SF		
63	Thermoplastic Pavement Marking (12" Yellow)	184	SF		
64	Install Sign Type R3-7®	1	EA		
65	Install Sign Type R7-9(MOD)	4	EA		
66	Install Type Q (CA) Object Markers with White Retroreflective Sheeting	56	EA		
67	8" Yellow Raised Pavement Markers @2.5' spacing	180	LF		
68	Paint Median Nose Yellow	120	SF		

TOTAL BASE BID: $_____

TOTAL AMOUNT OF BASE BID (WORDS): _____

ADDITIVE BID ITEMS:

69	Double Adjust Manhole (EMWD)	10	EA		
70	Single Adjust Manhole (EMWD)	9	EA		
71	Double Adjust Manhole (GTE)	2	EA		
72	Single Adjust Manhole (GTE)	4	EA		
73	Double Adjust Manhole (SCE)	3	EA		

TOTAL ADDITIVE BID: $_____

TOTAL AMOUNT OF ADDITIVE BID (WORDS): _____

SUM OF THE TOTAL BASE BID ITEMS AND ADDITIVE BID ITEMS:
$_____

SUM OF THE TOTAL BASE BID ITEMS AND ADDITIVE BID ITEMS (WORDS):

Basis of the bid shall be based upon the sum of the Total Base Bid Items and all 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

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET
PAVEMENT REHABILITATION:
CIP NO. 13047, CITY PROJECT NO. 23-478

Addendum(a) No(s). Ø 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 10% BID BOND dollars and ---------- cents ($ ----------) 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: 07/15/2025

782908 CLASS A & C12
California Contractor's License No.

CONTRACTOR

X
Signature

STEVEN L. MENDOZA, VICE PRESIDENT
Print or Type Name and Title

714-616-2305
Telephone Number

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

SUBCONTRACTORS LIST

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET
PAVEMENT REHABILITATION:
CIP NO. 13047, CITY PROJECT NO. 23-478

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.

*****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.*****

X _____
Signature of Bidder
STEVEN L. MENDOZA, VICE PRESIDENT

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET
PAVEMENT REHABILITATION:
CIP NO. 13047, CITY PROJECT NO. 23-478

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.

NO CURRENT OR PAST LITIGATIONS TO DISCLOSE

PLEASE SEE THE ATTACHED LIST OF PROJECTS COMPLETED TO DATE

X _____
Signature of Bidder
STEVEN L. MENDOZA, VICE PRESIDENT

The R.J. NOBLE Company
ASPHALT PAVING • ENGINEERING CONTRACTORS
LIC. A-782908

CITY OF HUNTINGTON BEACH
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648

BANNING AVENUE STREET IMPTS CC-1711
JOE FUENTES CM, jfuentes@surfcity-hb.org 714-536-5259

CONTRACT $3,487,004.00 ENDING CONTRACT $3,631,842.85 DURATION OF PROJECT AUGUST 2023-APRIL 2024

CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92842

2023/24 CDBG RESIDENTIAL REHABILITATION CP 1362023
RAUL LEYVA CM, raull@ggcity.org 714-741-5385

CONTRACT $1,213,545.00 ENDING CONTRACT $1,216,489.05
DURATION OF PROJECT AUGUST 2023-JUNE 2024

CITY OF FOUNTAIN VALLEY
10200 SLATER AVENUE
FOUNTAIN VALLEY, CA 92708

REHABILITATION AND RESURFACING OF HEIL AVE
FROM EUCLID ST TO HARBOR BLVD & WARD STREET
FATANA TEMORY fatana.temory@fountainvalley.org 714-593-4433

CONTRACT $1,738,521.88 ENDING CONTRACT $1,808,373.06
DURATION OF PROJECT AUGUST 2023-JUNE 2024

The R.J. NOBLE Company
ASPHALT PAVING • ENGINEERING CONTRACTORS
LIC. A-782908

CITY OF NORWALK
12700 NORWALK BLVD
NORWALK, CA 90651

LOCAL STREET PROGRAM ZONE 3 PROJECT NO. 7927.2
DELFINO "CHINO" CONSUJI OF ONWARD ENGINEERING
dconsuji@oe-eng.com 714-686-8911

CONTRACT $5,048,646.20 ENDING CONTRACT $5,050,965.41
DURATION OF PROJECT SEPTEMBER 2023 - MARCH 2024

CITY OF CYPRESS
5275 ORANGE AVE
CYPRESS, CA 90630

RESIDENTIAL STREET RESURFACING PROJECT 349
KEVIN CHIN, ASSOCIATE ENGINEER kchin@cypressca.org 714-229-6759

CONTRACT $1,097,650.11 ENDING CONTRACT $1,097,650.11
DURATION OF PROJECT MARCH 2024-JUNE 2024

The R.J. NOBLE Company
ASPHALT PAVING • ENGINEERING CONTRACTORS
LIC. A-782908

CITY OF SAN JUAN CAPISTRANO

32400 PASEO ADELANTO,

SAN JUAN CAPISTANO, CA 92675

PAUL MESHKIN 949-443-6350 Pmeshkin@sanjuancapistrano.org

PAVEMENT REHABILITATION
CAMINO CAPISTRANO REHABILITATION CIP 19102

OCTOBER 2022- SEPTEMBER 2023
$8,377,888.32-$9,443,383.69 START OF CONTRACT-END OF CONTRACT

CITY OF GARDEN GROVE
13802 NEWHOPE STREET
GARDEN GROVE, CA 92843

NICK HSIEH 714-741-5190 nhsieh@ggcity.org

VARIOUS STREET
REHABILITATION 2022, VARIOUS LOCATION THROUGHOUT THE CITY OF GARDEN GROVE.

SEPTEMBER 2022- JULY 2023
$4,971,340.00 - $5,115,253.71 START OF CONTRACT-END OF CONTRACT

CITY OF PICO RIVERA
6615 PASSONS BLVD
PICO RIVERA, CA 90660

GERALD MONTGOMERY 562-801-4350 gmontgomery@pico-rivera.org

PAVEMENT REHABILITATION
OVERLAY & RECONSTRUCTION
PROJECT NO 50048

FEBRUARY 2022- APRRIL 2023
$8,815,145.00- $9,003,616.61 START OF CONTRACT-END OF CONTRACT

The R.J. NOBLE Company
ASPHALT PAVING • ENGINEERING CONTRACTORS
LIC. A-782908

CITY OF LAKEWOOD
5050 CLARK AVENUE
LAKEWOOD, CA 90712

MAX WITHROW 562-866-9771 MWithrow@lakewoodcity.org

MAJOR & COLLECTOR STREET PAVING FY 22
VARIOUS LOCATIONS IN THE CITY OF LAKEWOOD

MARCH 2022- FEBRUARY 2023
$4,455,840.00 - $4,710,978.74 START OF CONTRACT-END OF CONTRACT

COUNTY OF LOS ANGELES
900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

AARON MIANK 714-720-9535 AMiank@dpw.lacounty.gov

PROJECT ID NO. RMD4408002
SOUTH WHITTIER SUNSHINE ACRES-LELAND AVENUE, ET AL

OCTOBER 2022-SEPTEMBER 2023
$6,682,268.86 – $6,711,197.68 START OF CONTRACT-END OF CONTRACT

CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CA 92552

CHRIS A VOGT 951-616-4925 cvogt@cavconsultinggroup.com

CITYWIDE PAVEMENT REHABILITATION PROGRAM
22/23 ARTERIAL & COLLECTOR STREETS PH 2 8010097

DECEMBER 2022- OCTOBER 2023
$18,772,997.50 - $18,970,610.86 START OF CONTRACT-END OF CONTRACT

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET PAVEMENT REHABILITATION: CIP NO. 13047, CITY PROJECT NO. 23-478

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 XXX

2. If yes, explain the circumstances:

   N/A

X _____
Signature of Bidder

STEVEN L. MENDOZA, VICE PRESIDENT

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

NON-COLLUSION AFFIDAVIT

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET PAVEMENT REHABILITATION: CIP NO. 13047, CITY PROJECT NO. 23-478

State of California)
) ss
County of ORANGE)

The undersigned declares: STEVEN L. MENDOZA
I am the VICE PRESIDENT of R.J. NOBLE COMPANY, 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 07/15/25 (Date), at ORANGE (City), CALIFORNIA (State).

By: X _____
STEVEN L. MENDOZA, VICE PRESIDENT
Title

X _____
Notary Public JADELIN PIOHIA

Date: 07/15/2025

JADELIN PIOHIA
Notary Public - California
Orange County
Commission # 2486732
My Comm. Expires Apr 12, 2028

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

BIDDER'S AGREEMENT

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET PAVEMENT REHABILITATION: CIP NO. 13047, CITY PROJECT NO. 23-478

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 on the date specified in the Notice to Proceed, September 16th, 2024.

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.

R.J. NOBLE COMPANY
BIDDER'S NAME

15505 E. LINCOLN 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.

X _____ Officer's Signature	AUSTIN M. CARVER, PRESIDENT Title	07/15/2025 Date
X _____ Officer's Signature	JENNIFER M. VEGA, SECRETARY Title	07/15/2025 Date
X _____ Officer's Signature	JAMES N. DUCOTE, C.F.O. Title	07/15/2025 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.

RELIABLE CONTRACTOR DECLARATION
(CALRECYCLE FORM 168)
FOR
LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET PAVEMENT REHABILITATION: CIP NO. 13047, CITY PROJECT NO. 23-478

See next page

STATE OF CALIFORNIA — DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CalRecycle)

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 9/16)

This form must be completed and submitted to the Department of Resources Recycling and Recovery (CalRecycle) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CalRecycle's Grantees comply with the Reliable Contractor Declaration (formerly Unreliable List) requirement of their Terms and Conditions.

The Reliable Contractor Declaration (formerly Unreliable List) provision requires the following: Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to CalRecycle a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page, or refer to the California Code of Regulations (www.calregs.com).

If any of the events listed in Section 17050 have occurred, disclosure is required but will not necessarily result in CalRecycle refusing to approve the contractor. A signed statement explaining the facts and circumstances of the events must be attached to and submitted with this form.

Contractor: Complete the form and send original to the Grantee.
Grantee: Scan the form and upload it to the grant in CalRecycle's Grant Management System. For further instruction about logging into the Grant Management System and uploading this form, reference the Procedures and Requirements. Retain the original form in your grant file.

GRANTEE INFORMATION	
GRANTEE NAME:	**GRANT NUMBER:**
City of Murrieta	TRP16-23-0020
PRIMARY CONTACT NAME:	
Garrett Strang	
CONTRACTOR INFORMATION	
CONTRACTOR NAME:	
R.J. NOBLE COMPANY	
AUTHORIZED CONTRACTOR REPRESENTATIVE NAME:	
STEVEN L. MENDOZA, VICE PRESIDENT	
MAILING ADDRESS:	
P.O. BOX 620, ORANGE, CA 92856	

As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.

Alternatively, as the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, if any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor, I have disclosed all such occurrences in an attached signed statement that explains the facts and circumstances of the listed events.

Signature	**Date**
X	07/15/2025

STEVEN L. MENDOZA, VICE PRESIDENT

STATE OF CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CalRecycle)

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 9/16)

Title 14 CCR, Division 7, Chapter 1
Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees
Section 17050. Grounds for Placement on Unreliable List

The following are grounds for a finding that a contractor, any subcontractor that provides services for a CalRecycle agreement, grantee or borrower is unreliable and should be placed on the CalRecycle Unreliable Contractor, Subcontractor, Grantee or Borrower List ("Unreliable List"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

(a) Disallowance of any and/or all claim(s) to CalRecycle due to fraudulent claims or reporting; or
(b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et. seq; or
(c) Default on a CalRecycle loan, as evidenced by written notice from CalRecycle staff provided to the borrower of the default; or
(d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by CalRecycle; or
(e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the CalRecycle contract, subcontract, grant or loan; or
(f) Breach of the terms and conditions of a previous CalRecycle contract, any subcontract for a CalRecycle agreement, grant, or loan, resulting in termination of the CalRecycle contract, subcontract, grant or loan by the CalRecycle or prime contractor; or
(g) Placement on the CalRecycle's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
(h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any CalRecycle contract, subcontract, grant or loan; or
(i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
(j) The person or entity has violated an Order issued in accordance with section 18304; or,
(k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
(l) The person or entity has transported waste tires without a waste tire hauler registration; or,
(m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
(n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by CalRecycle to remediate, clean, or abate a nuisance at the site; or
(o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
    (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
    (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
    (3) The entity includes a Principal Manager who:
        1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
        2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
    (4) The entity has a person who owns 20% or more of the entity, if that person:
        1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
        2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
    (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
        1. Is on the Unreliable List; or,
        2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
    (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.

STATEMENT OF CRUMB RUBBER MATERIAL MANUFACTURED FROM ONLY CALIFORNIA-GENERATED WASTE TIRES

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET PAVEMENT REHABILITATION: CIP NO. 13047, CITY PROJECT NO. 23-478

The Contractor or Subcontractor completing the Asphalt Rubber Hot Mix (ARHM) hereby certifies that only California-generated waste tires, processed in California, shall be used in the crumb rubber. **Contractor shall provide supporting documentation attached to this form with their bid submission.** Acceptable forms of supporting documentation include: Certificate of Origin (if completed by a California Processor), Certificate of Compliance (from crumb rubber supplier), or a Bill of Lading and Manifest documentation for non-California processors.

PLEASE SEE THE ATTACHED CERTIFICATES OF COMPLIANCE

Dated: 07/15/2025

By: X _____
(Signature)

STEVEN L. MENDOZA, VICE PRESIDENT
(Print Name and Title

CALVO RUBBER MANUFACTURERS

R. J. Noble Company
15505 E. Lincoln Avenue
Orange, CA 92856

July 8, 2025

CERTIFICATE OF COMPLIANCE

The High Natural Crumb Rubber supplied by CRM Co. LLC to R. J. Noble Company meets the required specifications as found in the section 203-11.2.3.1, and 203-11.2.3.2, tables 203-11.2.3.1(B), and 203-11.2.3.2 of "Green BOOK" Standard Specifications for Public Works Construction, 2021 Edition. Typical Quality Characteristics of the high natural crumb rubber are as follows.

Wire in CRM (% Max):	< 0.01%
Macro fabric in CRM (%Max):	~ 0.05%
CRM specific gravity:	1.15±.05
Rubber Hydrocarbon:	54± 2%
Natural rubber content:	42 ±2 %
Plasticizer (Acetone Extract):	7 ±2%

The following is a typical gradation of the High Natural CRM rubber.

	Specification		
Screen	Sample (%Pass)	Min.(%pass)	Max(%Pass)
2.36 mm (#8)			
2.00 mm (10)	100	100	100
1.18 mm (#16)	100	95	100
600 µm (#30)	75±2	35	85
300 µm (#50)	26 ±2	10	30
150 µm (#100)	3±1	0	4
75 µm (#200)	1	0	1

The High Natural Crumb Rubber supplied by CRM Co, LLC is produced from truck tires owned and operated in the State of California and processed by ambient granulation in CRM Co LLC California tire recycling plant (Major Waste Tire Facility Permit TPID No. 1006463, County of Los Angeles).

CRM Co., LLC.

Cristhian Rodriguez
Plant Manager

15800 S. Avalon Blvd, Rancho Dominguez, CA 90220 Tel: 310-538-2222 Fax: 310-538-2227

CRUMB RUBBER MANUFACTURERS

R. J. Noble Company
15505 E. Lincoln Avenue
Orange, CA 9285610

July 9, 2025

Ref:

CERTIFICATE OF COMPLIANCE

The Scrap Crumb Rubber supplied by CRM Co. LLC to R. J. Noble Company, meets the required specifications as found in the section 203-11.2.3.1, and 203-11.2.3.2, tables 203-11.2.3.1(A), and 203-11.2.3.2 of "Green BOOK" Standard Specifications for Public Works Construction, 2021 Edition. Typical Quality Characteristics of the high natural crumb rubber are as follows.

Wire in CRM (% Max):	<0.01%
Macro fiber in CRM (%Max):	~0.05%
CRM specific gravity:	1.15±0.05
Rubber Hydrocarbon:	54 ±2%
Natural rubber content:	28±2%
Plasticizers (Acetone Extract):	12 ±2%
Ash:	5±2%
Carbon Black:	28± 2%

The following is a typical gradation of scrap crumb rubber.

Specification			
Screen	Sample (%Pass)	Min.(%pass)	Max(%Pass)
2.36 mm (#8)	100	100	100
2.00 mm (10)	98	98	100
1.18 mm (#16)	62±2	45	75
600 µm (#30)	18±2	2	20
300 µm (#50)	4±2	0	6
150 µm (#100)	1	0	2
75 µm (#200)	0	0	0

The scrap Crumb Rubber supplied by CRM Co., LLC is Produced from whole scrap automobile tires owned and operated in the State of California and processed by ambient granulation in CRM Co., LLC., California tire recycling plant (Major Waste Tire Facility Permit TPID No. 1006463, County of Los Angeles).

CRM Co., LLC.

CRISTHIAN R

Cristhian Rodriguez
Plant Manager

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

STATEMENT OF EMULSION AND EMULSION SUPPLIER EXPERIENCE

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET
PAVEMENT REHABILITATION:
CIP NO. 13047, CITY PROJECT NO. 23-478

The emulsion and emulsion supplier is required to have documented experience. Provide documentation that the proposed recycling emulsion has been successfully used on at least five (5) other CCPR asphalt projects in California over the past five (5) years, including project name, agency/owner, project engineer, and construction dates.

PLEASE SEE THE ATTACHED PREPARED LIST

Dated: 07/15/2025

By: X _____
(Signature)

STEVEN L. MENDOZA, VICE PRESIDENT
(Print Name and Title)

Ergon Asphalt & Emulsions CIR and CCPR Project Lists

Project: 09-379304 Route 127 near Shoshone
Agency: CalTrans
Project Engineer: Richard Moberly
Richard.moberly@dot.ca.gov
Dates: 2023

Project: Ave N
Agency: Los Angeles County
Project Engineer: Mark Pestrella (626-458-4001
mpestrella@dpw.lacounty.gov
Dates: 2021

Project: Saleroso Drive
Agency: Los Angeles County
Project Engineer: Mark Pestrella (626-458-4001
mpestrella@dpw.lacounty.gov
Dates: 2022

Project: Goode Hill Road
Agency: Los Angeles County
Project Engineer: Mark Pestrella (626-458-4001
mpestrella@dpw.lacounty.gov
Dates: 2021

Project: 08-1L6604 Route 2 near Wrightwood
Agency: CalTrans
Project Engineer: Taghreed Al-Khateeb
taghreed.al-khateeb@dot.ca.gov
Dates: 2021

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

STATEMENT OF CCPR CONTRACTOR OR SUBCONTRACTOR EXPERIENCE

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET
PAVEMENT REHABILITATION:
CIP NO. 13047, CITY PROJECT NO. 23-478

The Contractor or Subcontractor completing the CCPR work shall have completed a minimum of five (5) CIR asphalt projects in the last five (5) years. Submit project name, agency/owner, project engineer, and construction dates.

PLEASE SEE THE ATTACHED PREPARED LIST PROVIDED BY PAVEMENT RECYCLING SYSTEMS

Dated: 07/15/2025

By: X _____
(Signature)

STEVEN L. MENDOZA, VICE PRESIDENT
(Print Name and Title)

10240 SAN SEVAINE WAY, JURUPA VALLEY, CA 91752
PHONE: (951) 682-1091 -
FAX: (951) 682.1094

The following successful Cold In-place Recycling (CIR) projects have been completed by Pavement Recycling Systems, Inc.:

Project: Date Palm Drive Pavement Rehabilitation
Agency: City of Cathedral City
Project Engineer: Armando Garcia Baldizzone P.E. (760)770-0349
adperez@cathedralcity.gov
Dates: November 2023

Project: Mather Field Rehabilitation Project
Agency: City of Rancho Cordova
Project Engineer: Ben Chan (916)851-8873
bchan@cityofranchocordova.org
Dates: October 2023

Project: Van Buren Blvd Pavement Rehabilitation Project – Phase 3
Agency: City of Jurupa Valley
Project Engineer: Paul Toor (951)332-6464
ptoor@jurupavalley.org
Dates: October 2023

Project: Big Tujunga Canyon Rd LA JOC 6712
Agency: Los Angeles County
Project Engineer: Mark Pestrella (626-458-4001
mpestrella@dpw.lacounty.gov
Dates: June 2023

Project: San Fransquito Canyon Rd LA JOC 6714
Agency: Los Angeles County
Project Engineer: Mark Pestrella (626-458-4001
mpestrella@dpw.lacounty.gov
Dates: June 2022

CALIFORNIA AIR RESOURCES BOARD (CARB) ACKNOWLEDGEMENT FORM

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET PAVEMENT REHABILITATION: CIP NO. 13047, CITY PROJECT NO. 23-478

This is to Certify that

R.J. NOBLE COMPANY
(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: 07/15/2025

By: X _____
(Signature)

STEVEN L. MENDOZA, VICE PRESIDENT
(Print Name and Title)

(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

R.J.NOBLE COMPANY

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

2342

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

CALIFORNIA PROFESSIONAL ENGINE

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

224610

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

CAL STRIPE INC.

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

5800

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

MANHOLE ADJUSTING INC

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

1154

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

PAVEMENT RECYCLING SYSTEMS

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

1633

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

PAVEMENT REHAB COMPANY

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

177336

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

LOS ALAMOS ROAD, ANTELOPE ROAD, ELM STREET PAVEMENT REHABILITAION PROJECT

CITY PROJECT NO. 23-478 (CIP 13047)

BIDS OPENED: 7/15/25 @ 2:00 P.M.

				R.J. Noble Company			All American Asphalt			Vance Corporation			Nationwide Contracting Services, Inc		
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
	BASE BID ITEMS														
1	Mobilization	LS	1	$150,000.00	$150,000.00	4.43%	$217,000.00	$217,000.00	5.83%	$ 164,552.38	$ 164,552.38	4.18%	$ 250,000.00	$ 250,000.00	5.01%
2	Traffic Control System	LS	1	$240,000.00	$240,000.00	7.08%	$229,000.00	$229,000.00	6.16%	$ 238,350.57	$ 238,350.57	6.05%	$ 262,500.00	$ 262,500.00	5.26%
3	Water Pollution Control	LS	1	$6,500.00	$6,500.00	0.19%	$10,000.00	$10,000.00	0.27%	$ 108,120.25	$ 108,120.25	2.75%	$ 35,000.00	$ 35,000.00	0.70%
4	Construction Surveying and Staking	LS	1	$40,000.00	$40,000.00	1.18%	$50,000.00	$50,000.00	1.34%	$ 136,623.77	$ 136,623.77	3.47%	$ 50,000.00	$ 50,000.00	1.00%
5	Changeable Message Signs	EA	5	$3,200.00	$16,000.00	0.47%	$5,100.00	$25,500.00	0.69%	$ 2,273.75	$ 11,368.75	0.29%	$ 8,000.00	$ 40,000.00	0.80%
6	Encroachment Permits	LS	1	$5,000.00	$5,000.00	0.15%	$4,100.00	$4,100.00	0.11%	$ 4,134.09	$ 4,134.09	0.11%	$ 10,000.00	$ 10,000.00	0.20%
7	Project Information Sign	EA	3	$800.00	$2,400.00	0.07%	$2,400.00	$7,200.00	0.19%	$ 2,633.53	$ 7,900.59	0.20%	$ 10,000.00	$ 30,000.00	0.60%
8	Furnish/Install Survey Monument per COM std. no. 617B AND 617C	EA	2	$1,500.00	$3,000.00	0.09%	$2,200.00	$4,400.00	0.12%	$ 4,142.79	$ 8,285.58	0.21%	$ 5,000.00	$ 10,000.00	0.20%
9	Adjust Existing Survey Monument to Grade	EA	1	$3,200.00	$3,200.00	0.09%	$1,860.00	$1,860.00	0.05%	$ 1,343.06	$ 1,343.06	0.03%	$ 4,000.00	$ 4,000.00	0.08%
10	Double Adjust Storm Drain Manhole	EA	5	$2,200.00	$11,000.00	0.32%	$2,200.00	$11,000.00	0.30%	$ 2,883.21	$ 14,416.05	0.37%	$ 4,500.00	$ 22,500.00	0.45%
11	Concrete Removal (Curb Ramp, Cross Gutter, Spandrel, Curb/Gutter, Sidewalk)	SF	5997	$5.30	$31,784.10	0.94%	$6.00	$35,982.00	0.97%	$ 7.87	$ 47,196.39	1.20%	$ 10.00	$ 59,970.00	1.20%
12	Construct Concrete Cross Gutters, Spandrel, Curb, and Gutter per City Std. 311, 312 & 318	SF	2385	$25.00	$59,625.00	1.76%	$28.00	$66,780.00	1.80%	$ 21.16	$ 50,466.60	1.28%	$ 30.00	$ 71,550.00	1.43%
13	Construct Concrete Access Ramps, City Std. 321	SF	3077	$13.75	$42,308.75	1.25%	$16.00	$49,232.00	1.32%	$ 13.02	$ 40,062.54	1.02%	$ 40.00	$ 123,080.00	2.47%
14	Construct Concrete Sidewalks, City Std. 320	SF	436	$8.50	$3,706.00	0.11%	$13.00	$5,668.00	0.15%	$ 7.60	$ 3,313.60	0.08%	$ 20.00	$ 8,720.00	0.17%
15	Remove and Dispose of Asphalt Concrete Pavement (average depth 5.3" Digouts on Antelope Rd.)	SF	9220	$2.80	$25,816.00	0.76%	$4.40	$40,568.00	1.09%	$ 4.44	$ 40,936.80	1.04%	$ 5.00	$ 46,100.00	0.92%
16	Remove and Dispose of Asphalt Concrete Pavement (average depth 5.75" Digouts on Los Alamos Rd.)	SF	38924	$2.80	$108,987.20	3.22%	$2.20	$85,632.80	2.30%	$ 2.22	$ 86,411.28	2.19%	$ 6.00	$ 233,544.00	4.68%
17	Remove and Dispose of Aggregate Base and Subgrade Prep (7" depth Base Digout on Elm St.)	SF	4110	$3.35	$13,768.50	0.41%	$2.40	$9,864.00	0.27%	$ 2.43	$ 9,987.30	0.25%	$ 10.00	$ 41,100.00	0.82%
18	Cold Milling Asphalt Concrete Pavement Full Width at 2.375" Depth (Antelope Rd)	SY	24139	$4.00	$96,556.00	2.85%	$4.80	$115,867.20	3.12%	$ 4.81	$ 116,108.59	2.95%	$ 8.00	$ 193,112.00	3.87%
19	Cold Milling Asphalt Concrete Pavement Full Width at 4" Depth For Use in CCPR (Elm St)	SY	13295	$14.00	$186,130.00	5.49%	$10.50	$139,597.50	3.75%	$ 10.49	$ 139,464.55	3.54%	$ 10.00	$ 132,950.00	2.66%
20	Cold Milling Asphalt Concrete Pavement Full Width at 2.25" Depth (Los Alamos Rd)	SY	17425	$4.00	$69,700.00	2.06%	$4.10	$71,442.50	1.92%	$ 4.13	$ 71,965.25	1.83%	$ 8.00	$ 139,400.00	2.79%
21	Cold Milling Asphalt Concrete Pavement 6' Header Grind at 2" Depth (Los Alamos Rd)	SY	6239	$3.00	$18,717.00	0.55%	$4.10	$25,579.90	0.69%	$ 4.13	$ 25,767.07	0.65%	$ 8.00	$ 49,912.00	1.00%
22	Remove Existing AC Dike (Ranges from 2" to 6")	LF	3462	$1.00	$3,462.00	0.10%	$4.80	$16,617.60	0.45%	$ 4.75	$ 16,444.50	0.42%	$ 10.00	$ 34,620.00	0.69%
23	Aggregate Base for Base Digout on Elm St.	CY	94	$145.00	$13,630.00	0.40%	$122.00	$11,468.00	0.31%	$ 115.31	$ 10,839.14	0.28%	$ 150.00	$ 14,100.00	0.28%
24	Install Geotextile Reinforcement (Tensar Triax Geogrid Type 2 or Approved Equal)	SY	870	$7.00	$6,090.00	0.18%	$9.00	$7,830.00	0.21%	$ 3.06	$ 2,662.20	0.07%	$ 20.00	$ 17,400.00	0.35%
25	ARHM Overlay 2" (Los Alamos Rd, Antelope Rd, Elm St)	TON	8559	$123.00	$1,052,757.00	31.06%	$141.00	$1,206,819.00	32.45%	$ 130.37	$ 1,115,836.83	28.34%	$ 160.00	$ 1,369,440.00	27.44%
26	ARHM Overlay 2.25" (Los Alamos Rd)	TON	1456	$123.00	$179,088.00	5.28%	$148.00	$215,488.00	5.79%	$ 133.54	$ 194,434.24	4.94%	$ 190.00	$ 276,640.00	5.54%
27	Install 3/8" ARAM (Antelope Rd)	SY	24139	$5.50	$132,764.50	3.92%	$5.00	$120,695.00	3.24%	$ 6.53	$ 157,627.67	4.00%	$ 6.25	$ 150,868.75	3.02%
28	CCPR AC Pavement 4" (Elm St)	TON	2619	$81.00	$212,139.00	6.26%	$80.00	$209,520.00	5.63%	$ 173.31	$ 453,898.89	11.53%	$ 120.00	$ 314,280.00	6.30%
29	CCPR Mix Design, Sampling, and Testing	LS	1	$35,000.00	$35,000.00	1.03%	$31,700.00	$31,700.00	0.85%	$ 31,827.34	$ 31,827.34	0.81%	$ 30,000.00	$ 30,000.00	0.60%
30	Emulsified Recycling Agent (For use in CCPR)	TON	91	$615.00	$55,965.00	1.65%	$592.00	$53,872.00	1.45%	$ 594.28	$ 54,079.48	1.37%	$ 1,000.00	$ 91,000.00	1.82%
31	Cement (For Use in CCPR)	TON	26	$215.00	$5,590.00	0.16%	$210.00	$5,460.00	0.15%	$ 206.70	$ 5,374.20	0.14%	$ 500.00	$ 13,000.00	0.26%
32	Asphalt Concrete Pavement for Removal and Replacement of AC (Digouts)	TON	1636	$145.00	$237,220.00	7.00%	$157.00	$256,852.00	6.91%	$ 141.62	$ 231,690.32	5.88%	$ 180.00	$ 294,480.00	5.90%
33	Construct 6" AC Dike per City STD. 315	LF	3462	$6.75	$23,368.50	0.69%	$8.00	$27,696.00	0.74%	$ 7.28	$ 25,203.36	0.64%	$ 40.00	$ 138,480.00	2.77%
34	Furnish/Install Detector Loop	EA	153	$450.00	$68,850.00	2.03%	$463.00	$70,839.00	1.90%	$ 620.11	$ 94,876.83	2.41%	$ 550.00	$ 84,150.00	1.69%
35	Furnish and install #5 pullbox, connect DLC for traffic loops	EA	11	$1,275.00	$14,025.00	0.41%	$4,900.00	$53,900.00	1.45%	$ 671.79	$ 7,389.69	0.19%	$ 1,500.00	$ 16,500.00	0.33%
36	Furnish and install 2" conduit under sidewalk panels or as shown . Connection Type as Shown	LF	168	$215.00	$36,120.00	1.07%	$284.00	$47,712.00	1.28%	$ 77.51	$ 13,021.68	0.33%	$ 250.00	$ 42,000.00	0.84%
37	Furnish and install 2" conduit under sidewalk panels (jack & bore). Connection Type as Shown	LF	80	$215.00	$17,200.00	0.51%	$258.00	$20,640.00	0.55%	$ 165.36	$ 13,228.80	0.34%	$ 250.00	$ 20,000.00	0.40%
38	Furnish and install DLC. Connect loops to existing traffic cabinet	LF	3337	$7.25	$24,193.25	0.71%	$4.10	$13,681.70	0.37%	$ 5.17	$ 17,252.29	0.44%	$ 8.50	$ 28,364.50	0.57%
39	Wet Sandblast/Remove Existing Pavement Markings on bridge deck	LF	1505	$5.65	$8,503.25	0.25%	$5.50	$8,277.50	0.22%	$ 5.48	$ 8,247.40	0.21%	$ 3.31	$ 4,981.55	0.10%
40	Pavement Striping Detail 12	LF	11554	$0.55	$6,354.70	0.19%	$0.50	$5,777.00	0.16%	$ 0.52	$ 6,008.08	0.15%	$ 0.80	$ 9,243.20	0.19%
41	Pavement Striping Detail 22	LF	4266	$1.05	$4,479.30	0.13%	$1.00	$4,266.00	0.11%	$ 1.03	$ 4,393.98	0.11%	$ 1.35	$ 5,759.10	0.12%
42	Pavement Striping Detail 25	LF	2218	$0.55	$1,219.90	0.04%	$0.50	$1,109.00	0.03%	$ 0.52	$ 1,153.36	0.03%	$ 0.95	$ 2,107.10	0.04%
43	Pavement Striping Detail 27B	LF	5446	$0.45	$2,450.70	0.07%	$0.50	$2,723.00	0.07%	$ 0.47	$ 2,559.62	0.07%	$ 0.95	$ 5,173.70	0.10%
44	Pavement Striping Detail 29	LF	9324	$2.10	$19,580.40	0.58%	$2.10	$19,580.40	0.53%	$ 2.07	$ 19,300.68	0.49%	$ 1.35	$ 12,587.40	0.25%
45	Pavement Striping Detail 32	LF	862	$2.10	$1,810.20	0.05%	$2.10	$1,810.20	0.05%	$ 2.07	$ 1,784.34	0.05%	$ 2.50	$ 2,155.00	0.04%
46	Pavement Striping Detail 37B	LF	688	$0.70	$481.60	0.01%	$0.70	$481.60	0.01%	$ 0.67	$ 460.96	0.01%	$ 1.13	$ 777.44	0.02%
47	Pavement Striping Detail 38	LF	5506	$0.80	$4,404.80	0.13%	$0.80	$4,404.80	0.12%	$ 0.78	$ 4,294.68	0.11%	$ 1.13	$ 6,221.78	0.12%
48	Pavement Striping Detail 39	LF	8680	$0.65	$5,642.00	0.17%	$0.60	$5,208.00	0.14%	$ 0.62	$ 5,381.60	0.14%	$ 0.95	$ 8,246.00	0.17%
49	Pavement Striping Detail 39A	LF	2420	$0.55	$1,331.00	0.04%	$0.60	$1,452.00	0.04%	$ 0.57	$ 1,379.40	0.04%	$ 0.95	$ 2,299.00	0.05%
50	Thermoplastic Striping Detail 40	LF	512	$0.65	$332.80	0.01%	$0.60	$307.20	0.01%	$ 0.62	$ 317.44	0.01%	$ 2.50	$ 1,280.00	0.03%
51	Pavement Striping 6" Solid White Lane Line	LF	1950	$0.55	$1,072.50	0.03%	$0.60	$1,170.00	0.03%	$ 0.57	$ 1,111.50	0.03%	$ 0.95	$ 1,852.50	0.04%
52	Pavement Striping 12" Solid White Diagonals	LF	418	$3.15	$1,316.70	0.04%	$3.00	$1,254.00	0.03%	$ 3.05	$ 1,274.90	0.03%	$ 10.00	$ 4,180.00	0.08%
53	Paint Pavement Striping 6" Solid White Line (Diagonals for bike lane buffer)	LF	543	$2.10	$1,140.30	0.03%	$2.00	$1,086.00	0.03%	$ 2.02	$ 1,096.86	0.03%	$ 7.50	$ 4,072.50	0.08%
54	Painted Bike Lane Symbol with Person Pavement Marking and Bike Lane Arrow	SF	456	$3.15	$1,436.40	0.04%	$3.00	$1,368.00	0.04%	$ 3.05	$ 1,390.80	0.04%	$ 11.25	$ 5,130.00	0.10%
55	Thermoplastic Pavement Marking "SIGNAL" and "AHEAD"	SF	400	$4.00	$1,600.00	0.05%	$4.00	$1,600.00	0.04%	$ 3.93	$ 1,572.00	0.04%	$ 11.25	$ 4,500.00	0.09%
56	Thermoplastic Pavement Marking "KEEP" and "CLEAR"	SF	400	$4.00	$1,600.00	0.05%	$4.00	$1,600.00	0.04%	$ 3.93	$ 1,572.00	0.04%	$ 11.25	$ 4,500.00	0.09%
57	Thermoplastic Pavement Marking "STOP"	SF	50	$4.00	$200.00	0.01%	$4.00	$200.00	0.01%	$ 3.93	$ 196.50	0.00%	$ 11.25	$ 562.50	0.01%
58	Thermoplastic Pavement Marking (Type IV Arrow)	SF	1742	$4.00	$6,968.00	0.21%	$4.00	$6,968.00	0.19%	$ 3.93	$ 6,846.06	0.17%	$ 8.75	$ 15,242.50	0.31%
59	Thermoplastic Pavement Marking (Type VII Arrow)	SF	30	$4.00	$120.00	0.00%	$4.00	$120.00	0.00%	$ 3.93	$ 117.90	0.00%	$ 11.25	$ 337.50	0.01%
60	Thermoplastic Pavement Marking (Type VI Arrow)	SF	72	$4.00	$288.00	0.01%	$4.00	$288.00	0.01%	$ 3.93	$ 282.96	0.01%	$ 11.25	$ 810.00	0.02%
61	Thermoplastic Pavement Marking (Type I Arrow)	SF	48	$4.00	$192.00	0.01%	$4.00	$192.00	0.01%	$ 3.93	$ 188.64	0.00%	$ 11.25	$ 540.00	0.01%
62	Thermoplastic Pavement Marking (12" White)	SF	2493	$4.00	$9,972.00	0.29%	$4.00	$9,972.00	0.27%	$ 3.93	$ 9,797.49	0.25%	$ 6.25	$ 15,581.25	0.31%
63	Thermoplastic Pavement Marking (12" Yellow)	SF	184	$4.00	$736.00	0.02%	$4.00	$736.00	0.02%	$ 3.93	$ 723.12	0.02%	$ 8.75	$ 1,610.00	0.03%
64	Install Sign Type R3-7	EA	1	$425.00	$425.00	0.01%	$410.00	$410.00	0.01%	$ 408.24	$ 408.24	0.01%	$ 562.50	$ 562.50	0.01%
65	Install Sign Type R7-9(MOD)	EA	4	$425.00	$1,700.00	0.05%	$410.00	$1,640.00	0.04%	$ 408.24	$ 1,632.96	0.04%	$ 562.50	$ 2,250.00	0.05%
66	Install Type Q (CA) Object Markers with White Retroreflective Sheeting	EA	56	$100.00	$5,600.00	0.17%	$98.00	$5,488.00	0.15%	$ 98.18	$ 5,498.08	0.14%	$ 75.00	$ 4,200.00	0.08%
67	8" Yellow Raised Pavement Markers @2.5' spacing	LF	180	$20.00	$3,600.00	0.11%	$20.00	$3,600.00	0.10%	$ 19.59	$ 3,526.20	0.09%	$ 50.00	$ 9,000.00	0.18%
68	Paint Median Nose Yellow	SF	120	$4.25	$510.00	0.02%	$4.00	$480.00	0.01%	$ 4.08	$ 489.60	0.01%	$ 7.50	$ 900.00	0.02%
	ADDITIVE BID ITEMS														
69	Double Adjust Manhole (EMWD)	EA	10	$1,550.00	$15,500.00	0.46%	$2,220.00	$22,200.00	0.60%	$ 1,895.90	$ 18,959.00	0.48%	$ 4,000.00	$ 40,000.00	0.80%
70	Single Adjust Manhole (EMWD)	EA	9	$950.00	$8,550.00	0.25%	$1,200.00	$10,800.00	0.29%	$ 1,164.58	$ 10,481.22	0.27%	$ 3,500.00	$ 31,500.00	0.63%
71	Double Adjust Manhole (GTE)	EA	2	$1,550.00	$3,100.00	0.09%	$2,220.00	$4,440.00	0.12%	$ 7,137.91	$ 14,275.82	0.36%	$ 4,000.00	$ 8,000.00	0.16%
72	Single Adjust Manhole (GTE)	EA	4	$950.00	$3,800.00	0.11%	$1,200.00	$4,800.00	0.13%	$ 4,000.00	$ 16,000.00	0.41%	$ 3,500.00	$ 14,000.00	0.28%
73	Double Adjust Manhole (SCE)	EA	3	$4,000.00	$12,000.00	0.35%	$2,220.00	$6,660.00	0.18%	$ 4,000.00	$ 12,000.00	0.30%	$ 4,000.00	$ 12,000.00	0.24%
		TOTAL BID PRICE			$3,389,678.35	100.00%		$3,719,532.90	100.00%		$ 3,937,185.91	100.00%		$ 4,990,923.77	100.00%

REIMBURSEMENT AGREEMENT
BETWEEN
CITY OF MURRIETA, CALIFORNIA
AND
EASTERN MUNICIPAL WATER DISTRICT
FOR
EMWD FACILITY ADJUSTMENTS FOR
Los Alamos Rd, Antelope Rd, and Elm St Pavement Rehabilitation Project CIP 13047

THIS AGREEMENT is made and entered into as of July 17th 2025, between the CITY OF MURRIETA, California, a municipal corporation, hereinafter referred to as "CITY," and EASTERN MUNICIPAL WATER DISTRICT, a municipal water district organized and operating pursuant to the Municipal Water District Law of 1911 as set forth in the California Water Code, hereinafter referred to as "EMWD." In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish reimbursement to CITY by EMWD for the cost of adjusting EMWD facilities (manholes) as shown on the attached bid sheet which are made part of this Agreement as Attachment "A", in conjunction with the improvement plans entitled LOS ALAMOS ROAD, ANTELOPE ROAD, ELM STREET PAVEMENT REHABILITATION PROJECT, CIP 13047, hereinafter referred to as "PROJECT". Existing manholes owned by EMWD must be single adjusted or double adjusted to grade as part of the PROJECT. The quantity of the bid item for "Single Adjust Manhole (EMWD)" and "Double Adjust Manhole (EMWD)" is an estimated quantity. Should additional adjustment be deemed necessary by the CITY and EMWD during the course of construction, then EMWD shall be responsible for reimbursing the CITY for the additional adjustments not described on the bid sheet. The facilities to be adjusted are within the CITY's right-of-way. Pursuant to this Agreement, EMWD agrees to pay for the adjustments of the manhole facilities that are located in the CITY's right-of-way and are related to the PROJECT.

Section II. Bid Items. EMWD shall reimburse the CITY one hundred percent (100%) of the costs (hereinafter referred to as "REIMBURSEMENTS"), for the adjustments of certain EMWD facilities within the PROJECT area, as detailed in the table below. The costs for the REIMBURSEMENTS to CITY by EMWD shall include those facility items as shown on the attached Bid Sheet in Attachment "A", which is made a part of this Agreement. The estimated costs for the bid items on the Bid Sheet ("Bid Items") are provided below based on the engineer's estimate for the PROJECT. EMWD shall reimburse the City using the actual bid prices provided by the Bid Sheet plus the cost of any EMWD-approved change order(s). The estimated costs for the bid item on the Bid Sheet are provided below based on the engineer's estimate for the PROJECT.

TOTAL ESTIMATED PROJECT BID ITEMS FROM ATTACHMENT "A"

Item:	Item	Estimated Quantity	Estimated Unit Cost	Estimated Ext Amount
69	Double Adjust Manhole (EMWD)	10 EA	$2,500.00	$25,000.00
70	Single Adjust Manhole (EMWD)	9 EA	$1,750.00	$15,750.00
	Contingency (15%)	1 LS	$6,112.50	$6,112.50
	Total Estimated EMWD Reimbursements to City:			$46,862.50

Section III. Construction and Costs.

a. Bidding. Costs for the construction are based upon the construction bids that will be received for the PROJECT for the Bid Items referenced in Section II as shown on the Bid Sheet for the PROJECT. CITY will evaluate and analyze all bids received and select the lowest responsible bidder for the PROJECT (hereinafter referred to as "CONTRACTOR"). Per EMWD requirements, the CITY agrees that the bid package will require the CONTRACTOR who will perform work on the sewer items shall have either an "A" or "C34" Contractor's License.

b. EMWD Right to Perform. To provide EMWD the option to perform the work identified at Section II as work that is EMWD's responsibility, the CITY's construction bid package shall identify EMWD's Bid Items as Additive Bid Items. Upon receipt of the bids and determination of the lowest responsive and responsible bidder for the PROJECT, the CITY shall notify EMWD of its identified portion of the construction costs for the Bid Items. At that time, EMWD may elect to perform/construct the Bid Items itself to the same specifications as described in the bid specifications. If EMWD elects to perform the Bid Items, EMWD shall bear all costs associated with that work and the CITY shall not include said Bid Items in the contract with the CONTRACTOR. EMWD shall be given a "construction window" inside the PROJECT traffic control to complete the manhole adjustments. Moreover, EMWD shall bear all costs associated with the manhole adjustments, included but not limited to, delay to the CITY'S CONTRACTOR or utility coordination efforts needed as a result of having multiple contractors on site. EMWD shall provide written notice to the City Engineer of its determination to perform the Bid Items within fourteen (14) calendar days from the date of receipt of the CITY's identification of its lowest responsive and responsible bidder or EMWD waives any right to construct the Bid Items.

c. Payment. EMWD shall maintain a contingency amount equal to ten percent (10%) of the total estimated costs of the adjustment of the sewer facilities to account for unforeseen changes to the PROJECT. The CITY shall obtain written approval from EMWD prior to the approval of any change orders associated with the adjustments of the facilities EMWD is financially responsible for and authorize the CONTRACTOR to proceed unless failure to act immediately may affect public safety. The cost of any delay in the work due to the delayed action of EMWD in connection with PROJECT construction shall be borne by EMWD. EMWD shall respond to any PROJECT change orders within fourteen (14) calendar days.

CITY shall make payment to CONTRACTOR for all work performed. Actual costs shall be identified and billed to EMWD for payment on the following basis:

The CITY shall invoice EMWD using progress payments or upon completion of the PROJECT, at the discretion of the CITY, for all Bid Items that are the financial responsibility of EMWD. EMWD shall remit payment to the city within thirty (30) days of receipt of the approved invoice.

Section IV. Plans, Permits and Contacts.

a. Plans and Specifications. EMWD acknowledges that it has reviewed and approved all plans and specifications for the adjustments of the sewer facilities as shown on the attached plans and the estimated bid amounts are reasonable.

b. CEQA. The CITY shall be responsible for obtaining any and all environmental permits and approvals as may be necessary for the PROJECT including, but not limited to, compliance with requirements imposed under the California Environmental Quality Act ("CEQA") as may be applicable.

c. Agreement Management. Management and administration of the terms expressed herein shall be performed by CITY for the PROJECT. CITY designates **Mr. Jeff Hitch, City Engineer**, as the contact for CITY in regard to this Agreement. EMWD designates **Mr. Armando Arroyo, Director of Development Services,** as the contact for EMWD to facilitate the REIMBURSEMENTS identified herein.

Section V. Inspection. EMWD shall be responsible to inspect the construction of all EMWD facilities, as shown on Attachment "A" and described in Section II of this Agreement, and the performance of the involved work by CITY's CONTRACTOR for compliance with the approved construction plans and specifications and/or for EMWD's own work if such work has been undertaken by EMWD pursuant to Section III(b). EMWD's inspection personnel shall have the authority to enforce EMWD's construction plans and specifications for the PROJECT, which authority shall include the authority to require that any and all unacceptable materials, workmanship, and/or installation be replaced, repaired, or corrected by CITY's CONTRACTOR without cost to EMWD.

If EMWD undertakes the performance of the PROJECT's Bid items shown in Section II under Total Estimated Project Bid Items From Attachment "A," and if, through the failure of EMWD to provide access and control of the construction site within the time allotted by the Project Specifications, the CITY's CONTRACTOR sustains loss which could not have been avoided by the judicious handling of forces and/or equipment, EMWD shall be liable for that part of the CITY's CONTRACTOR's actual loss, that was unavoidable in accordance with State of California, Department of Transportation Standard Specifications section 8-1.09, RIGHT-OF-WAY DELAYS.

Section VI. Insurance and Indemnity. For the period during which CITY or its CONTRACTOR(s) controls the job site, CITY will provide, or cause to be provided, for the entire period of construction, a policy of workers' compensation insurance and comprehensive general liability insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of $2,000,000 per occurrence with a $4,000,000 aggregate covering EMWD's officers, employees, and agents as additional insureds. Said policy of insurance shall name EMWD as an Endorsed Additional Insured issued by the Insurance Carrier (EMWD does not accept blanket coverage). Commercial Auto Liability Insurance shall be provided with a combined single limit of liability in the amount of $1,000,000 per occurrence.

If EMWD undertakes to perform the PROJECT's Bid Items shown in Section II under Total Estimated Project Bid Items from Attachment "A" pursuant to Section III(b), EMWD, prior to commencement of the work and for the period during which EMWD operates at the job site, will provide, or cause to be provided, for the entire period of construction, a policy of workers' compensation insurance and comprehensive general liability insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of $1,000,000 per occurrence with a $5,000,000 aggregate covering the CITY's officials, officers, employees, and agents as additional insureds.

EMWD and the CITY each hereby agree to indemnify, defend, and hold harmless the other party and their respective directors, officials, officers, employees and agents from and against any claims, actions, damages and liabilities arising out of or in any manner connected with any act or omission of such indemnifying party, performed in connection with such party's duties and obligations hereunder. This Clause shall survive the termination of this agreement.

Section VII. Notices. All notices under this Agreement shall be sent as follows:

WATER DISTRICT: EASTERN MUNICIPAL WATER DISTRICT
P.O. Box 8300
Perris, CA 92572
Attn: Armando Arroyo, Director of Development Services

CITY: City of Murrieta
1 Town Square
Murrieta, CA 92562
Attn: Jeff Hitch, City Engineer

Either party may change its address for notices by notifying the other party. All notices given at the most recent address specified shall be deemed to have been properly given.

Section VIII. Amendment. This Agreement may only be amended in writing upon the mutual written consent of both parties.

Section IX. Laws, Venue and Attorney's Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state of federal court situated in the County of Riverside, State of California. In the event of any such litigation between the Parties, the prevailing Party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

Section X. Interpretation and Headings. This Agreement shall not to be construed against the Party preparing it but shall be construed as if both Parties prepared it. Headings to paragraph/subparagraphs of this Agreement are for convenience purposes only and are not part of this Agreement.

Section XI. Provisions Binding. This Agreement and the Exhibits attached hereto are binding on the heirs, representatives, successors, and assigns of the Parties of this Agreement.

Section XIII. Authority to Sign Agreement. The undersigned individuals hereby warrant and represent that they each have full legal authority to sign this Agreement and bind the

Parties hereto.

This Agreement is effective as of the date set forth above.

EMWD:

EASTERN MUNICIPAL WATER DISTRICT

By: _____
Joe Mouawad, General Manager

By: _____
Sheila Zelaya, Board Secretary

APPROVED AS TO FORM:

_____ for
_____

Steve O'Neill, EMWD Attorney

CITY:

CITY OF MURRIETA

By: _____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany Israel, City Attorney

Attachment "A"

City of Murrieta Bid Sheet and Street Rehabilitation Plans for Los Alamos Road, Antelope Road, and Elm Street; CIP 13047

CITY OF MURRIETA
PAVEMENT REHABILITATION IMPROVEMENT PLANS
FOR
LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET

CIP NO. 13047, CITY PROJECT NO. 23-478

PERMIT NUMBER 08-25-N-MC-0505
CO RIV RTE 215 PM 10.6
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE

SIGNING AND STRIPING GENERAL NOTES:

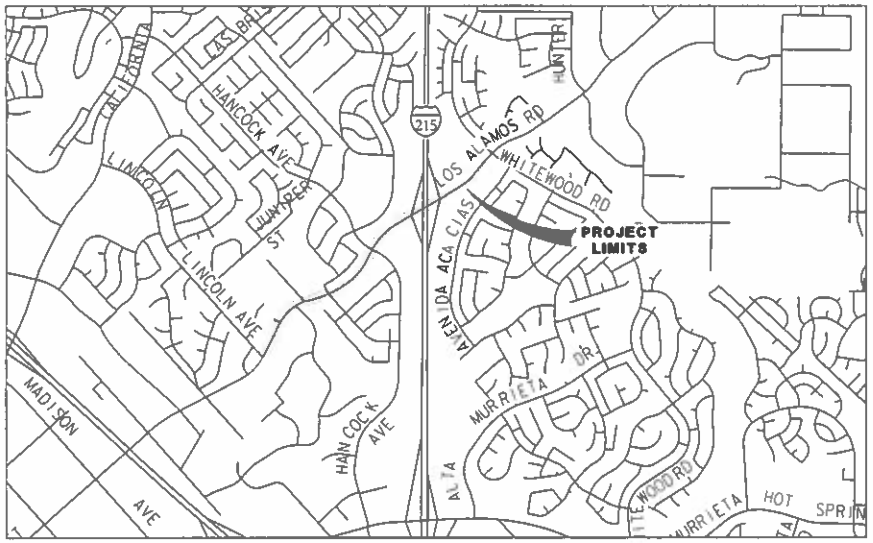
1. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEASURES FOR THE PROTECTION OF ALL EXISTING IMPROVEMENTS AND UTILITIES, WHETHER OR NOT SHOWN ON THESE PLANS. ANY RESULTING DAMAGE DURING THE PERFORMANCE OF THE WORK SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE GOVERNING AGENCY AT THE CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COST OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM THE CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. PHONE: (951) 453-0047, MIKE BURRIS.
3. TRAFFIC STRIPES, PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS PER CALTRANS STANDARD PLANS AND SPECIFICATIONS, 2018 EDITION.
4. ALL STRIPES AND PAVEMENT MARKINGS SHALL BE REFLECTORIZED. ALL SIGNS SHALL BE HIGH INTENSITY PRISMATIC REFLECTORIZED. STENCILS FOR PAVEMENT MARKINGS SHALL MATCH STANDARD STENCILS EXACTLY. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS.
5. ALL CONFLICTING STRIPES AND PAVEMENT MARKINGS SHALL BE REMOVED BY WET SANDBLASTING. CONFLICTING SIGNS AND RAISED PAVEMENT MARKERS SHALL BE REMOVED. ALL REMOVALS OF SIGNS AND MARKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. PAINTED TRAFFIC STRIPES AND PAINTED PAVEMENT MARKINGS (IF ALLOWED) SHALL BE APPLIED IN TWO COATS. SECOND COAT SHALL NOT BE APPLIED SOONER THAN 7 DAYS FROM FIRST COAT. PAVEMENT MARKINGS SHALL BE APPLIED IN THERMOPLASTIC FORMAT UNLESS APPROVED OTHERWISE. REPAINT 50' IN EACH DIRECTION OF THE INTERSECTION. CVT TRACK APPROVAL PRIOR TO STRIPING.
7. ALL REMOVED SIGNS SHALL BE SALVAGED AND DELIVERED TO THE CITY YARD AS DIRECTED BY THE CITY INSPECTOR.
8. RAISED PAVEMENT MARKERS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE STRIPING DETAILS SHOWN ON THE SIGNING AND STRIPING PLAN. INSTALLATION SHALL BE COMPLETE WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. RAISED PAVEMENT MARKERS ARE TO BE INSTALLED ON ROADWAYS WITH ARTERIAL CLASSIFICATIONS OR HIGHER, OR AS DETERMINED BY THE CITY ENGINEER.
9. STREET NAME SIGNS SHALL CONFORM TO CITY STANDARD NO. 601 AND 601A.
10. BLUE RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE PLACED TO MARK FIRE HYDRANT AND/OR WATER SUPPLY LOCATIONS AT THE DIRECTION OF THE CITY INSPECTOR FOLLOWING FINAL SEALANT AND STRIPING.
11. WORK MAY NOT START UNTIL PERMITS HAVE BEEN OBTAINED.
12. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS WITH UNDERGROUND SERVICE ALERT AT (800) 227-2600 AT LEAST TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION.
13. EQUIPMENT AND MATERIALS SHALL BE STORED IN A NEAT AND PROTECTED MANNER. STORAGE LOCATION WILL BE APPROVED BY CITY INSPECTOR.
14. THE CONTRACTOR WILL CONDUCT HIS OPERATIONS AS TO OFFER THE LEAST POSSIBLE OBSTRUCTION AND INCONVENIENCE TO PUBLIC TRAFFIC, AND SHALL HAVE UNDER CONSTRUCTION NO GREATER LENGTH OR AMOUNT OF WORK THAN CAN BE EXECUTED PROPERLY ON EXISTING ROADS. TRAFFIC SHALL BE PERMITTED TO PASS THROUGH THE WORK AREA WITH AS LITTLE INCONVENIENCE AND DELAY AS POSSIBLE. RESTRICTED HOURS MAY BE REQUIRED.
15. EXISTING TRAFFIC SIGNALS AND LIGHTING SYSTEMS SHALL BE KEPT IN OPERATION FOR THE BENEFIT OF THE TRAVELING PUBLIC, AND TO MINIMIZE ANY INTERFERENCE WITH ROUTINE MAINTENANCE OF EXISTING SYSTEMS DURING WORK PROGRESS.
16. WHENEVER THE CONTRACTOR'S OPERATION CREATES A HAZARDOUS CONDITION TO TRAFFIC OR TO THE PUBLIC, CONTRACTOR SHALL FURNISH AT THEIR OWN EXPENSE, SUCH FLAGMEN AND GUARDS AS ARE NECESSARY TO GIVE ADEQUATE WARNING TO THE PUBLIC OF ANY DANGEROUS CONDITIONS. THE CONTRACTOR SHALL ALSO FURNISH, ERECT AND MAINTAIN SUCH FENCES, BARRICADES, LIGHTS, SIGNS, AND OTHER DEVICES NECESSARY TO PREVENT ACCIDENTS AND INJURY TO THE PUBLIC.
17. WHERE SURVEY MONUMENTS EXIST, SUCH MONUMENTS SHALL BE PROTECTED OR SHALL BE REFERENCED AND RESET, PURSUANT TO BUSINESS AND PROFESSIONS CODE, SECTIONS 8700 TO 8805 (LAND SURVEYOR'S ACT).
18. ALL EXISTING STREET SIGNS, ROADSIDE MARKERS, ETC. SHALL BE PROTECTED AND/OR REFACED IN KIND TO THE CURRENT CITY STANDARD PLANS AND CURRENT CALIFORNIA MUTCD, AT NO COST TO THE CITY.
19. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITY LINES, INCLUDING ANY OTHER LINES NOT SHOWN ON THESE PLANS OR NOT OF RECORD.
20. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY TO THE CITY OF MURRIETA ENGINEERING DEPARTMENT, FOR AN ENCROACHMENT PERMIT FOR ALL WORK ON EXISTING CITY MAINTAINED ROADS AND FOR UTILITY WORK WITHIN OFFERS OF DEDICATION FOR PUBLIC USE.
21. ANY SERVICE SHUT DOWN SHALL BE DONE AT NIGHT. PRIOR TO ANY SHUT DOWN, THE CONTRACTOR SHALL NOTIFY THE DIRECTOR, ENGINEER, CUSTOMER, FIRE DEPARTMENT, SERVICING WATER DISTRICT, AND ALL OTHERS AFFECTED BY THE SHUT DOWN A MINIMUM OF TWO (2) WEEKS IN ADVANCE.

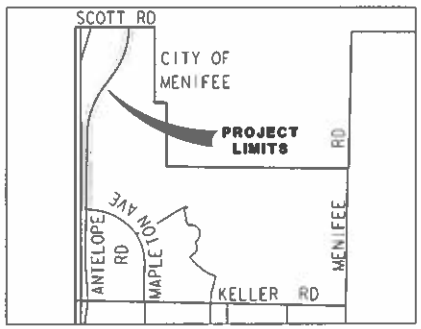
LOCATION OF UTILITIES

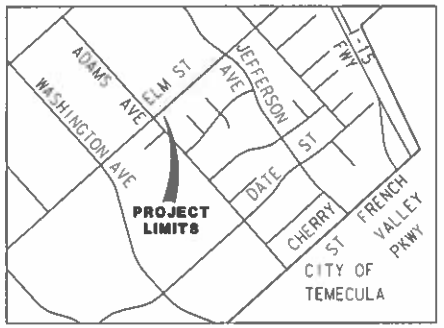
The existence and approximate location of any underground utilities or structures shown on these plans are obtained by a search of available records. To the best of our knowledge, there are no existing utilities or structures except as shown on these plans. The engineer assumes no liability as to the exact location of solid lines nor for utilities or irrigation lines whose locations are not shown. The contractor shall be responsible for notifying all utility and irrigation companies prior to work excavation.

NOTICE TO CONTRACTORS

All contractors and subcontractors performing work shown or related to these plans shall conduct their operations so that employees are provided a safe place to work and the public is protected. All contractors and subcontractors shall comply with the "Occupational Safety and Health Regulations" of the U.S. Department of Labor, and with the State of California Department of Industrial Relations' "Construction Safety Orders." The civil engineer shall not be responsible in any way for the contractor's or subcontractor's compliance with said regulations and orders. Contractor further agrees that he shall assume sole complete responsibility for the job site condition during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours.







SIGNING AND STRIPING GENERAL NOTES CONTINUED:

22. ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
23. CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL IN ACCORDANCE WITH CALTRANS STANDARD PLANS T10 THROUGH T17, LATEST EDITION, AND THE 2014 CALIFORNIA MUTCD AND/OR THE LATEST EDITION OF THE WATCHBOOK MANUAL. IF REQUIRED BY THE ENGINEER, CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY CITY ENGINEER OR HIS REPRESENTATIVE PRIOR TO START OF WORK.
24. ALL MEDIAN NOSES SHALL BE PAINTED YELLOW.

NOTE:
WATER AND GAS VALVE CANS AND MANHOLE COVERS SHOWN ARE PER UTILITY FACILITY MAPS. NOT ALL CANS AND COVERS MAY BE SHOWN. CONTRACTOR SHALL LOCATE AND TIE OUT ALL CANS AND COVERS PRIOR TO ANY REHABILITATION WORK. WATER AND GAS VALVE CANS SHALL BE ADJUSTED TO GRADE AFTER WORK IS COMPLETED. SHOULD A WATER OR GAS CAN BE IN POOR CONDITION, CONTRACTOR TO COORDINATE WITH RESPECTIVE UTILITY COMPANY AND INSTALL NEW VALVE CAN PROVIDED BY UTILITY. STORM DRAIN MANHOLES SHALL BE ADJUSTED TO GRADE.

NOTE:
CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ENCROACHMENT PERMITS FROM THE FOLLOWING JURISDICTIONS/AGENCIES:
- CITY OF MURRIETA
- CITY OF MENIFEE (ANTELOPE RD.)
- CALTRANS DOUBLE PERMIT (LOS ALAMOS RD.)

INDEX TO SHEETS

SHEET NO	DESCRIPTION
1	TITLE SHEET
2 - 3	DETAIL SHEET
4 - 6	PAVING PLANS LOS ALAMOS ROAD
7 - 8	PAVING PLANS ANTELOPE ROAD
9	PAVING PLANS ELM STREET
10 - 12	SIGNING AND STRIPING PLANS LOS ALAMOS ROAD
13 - 14	SIGNING AND STRIPING PLANS ANTELOPE ROAD
15	SIGNING AND STRIPING PLANS ELM STREET

"DECLARATION OF RESPONSIBLE CHARGE"

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATION BY THE CITY OF MURRIETA IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

CITY OF MURRIETA
1 TOWN SQUARE
MURRIETA, CA 92562
PHONE NO.: (951) 461-6076

JEFFREY J. MITCH
R.C.E NO. 58994

07-01-25
DATE

"AS BUILT"
The receipt of As-Built Plans and City's acceptance thereof does not absolve the Subcontractor/Developer of any responsibility for their accuracy.
Engineer of work _____ Date _____
RCE _____ Exp. _____

SHEET REVISED PER CALTRANS PERMIT COMMENTS 7/1/25

Underground Service Alert — Call's TOLL FREE 1-800-422-4133

APPROVED FOR SIGNATURE
JEFFREY J. MITCH, RE
CITY ENGINEER
R.C.E. 58994
EXP. DATED 6-30-25
07-01-25
DATE

DATE	INITIAL	REVISION DESCRIPTION	INIT. NO.	DATE	INITIAL
ENGINEER OF WORK				CITY APPROVAL	

SHEET 1 — CITY OF MURRIETA, ENGINEERING DEPARTMENT — SHEETS 18

TITLE SHEET
PAVEMENT REHABILITATION PROJECT

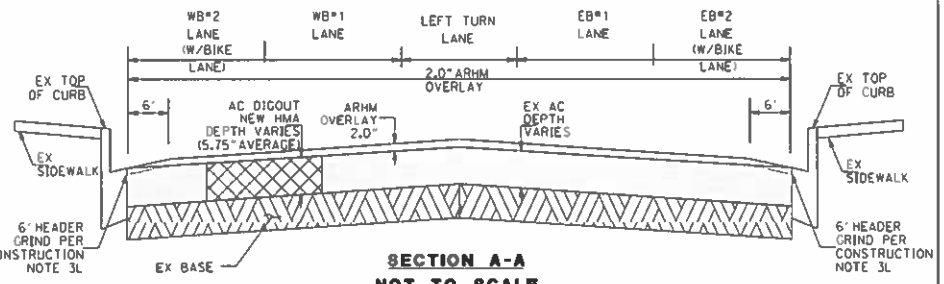
APPROVED: ROBERT K. MOSKOWITE, DIRECTOR OF PUBLIC WORKS — 07-01-25
R.C.E. No. 63998 — EXP. DATED 6-30-26 — DATE

DRAWN BY: RR/JF
CHKD BY: JM/MH
FIELD BK:
PROJECT NO. 23-478
DRAWING NO.

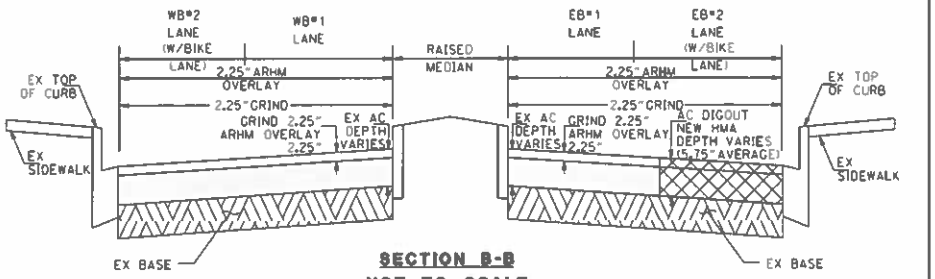
REVISION DATED: 07-JUL-2025

PERMIT NUMBER 08-25-N-MC-0505
CO RIV RTE 215 PM 10.6
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE



SECTION A-A
NOT TO SCALE



SECTION B-B
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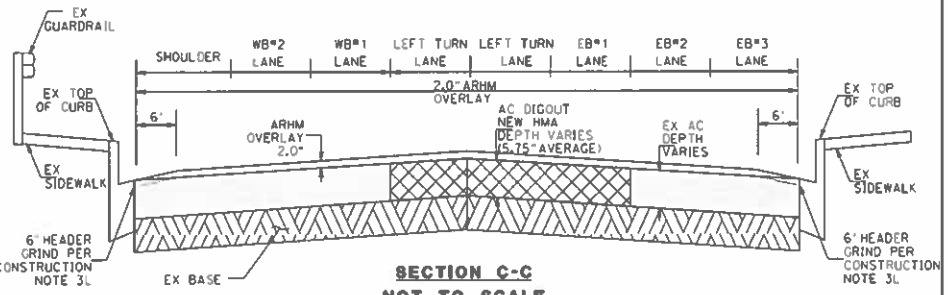
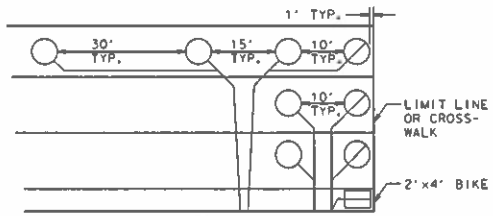


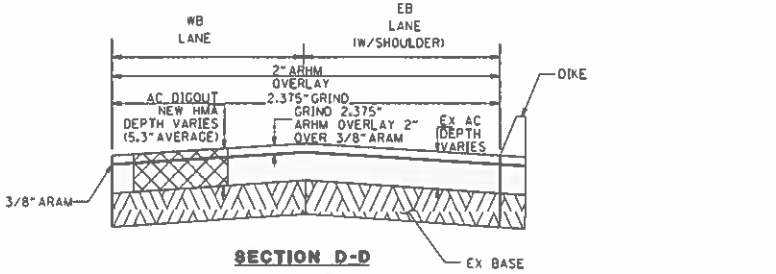
SECTION C-C
NOT TO SCALE

DETAIL A
LOS ALAMOS ROAD



DETAIL B
LOOP DETECTOR PLACEMENT
NOT TO SCALE

DETAIL C
MODIFIED TYPE E LOOP DETECTOR SAWCUT



SECTION D-D
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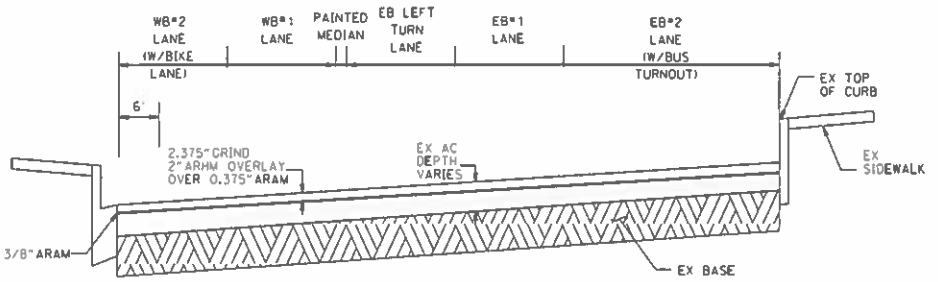


SECTION E-E
NOT TO SCALE

DETAIL A
ANTELOPE ROAD

"AS BUILT"
The receipt of As-Built Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.
Engineer of work _____ Date _____
RCE _____ Exp. _____

Underground Service Alert — Call Toll Free 1-800-422-4133 — Two working days before you dig

APPROVED FOR SIGNATURE
JEFFREY A. DITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
07-01-25
DATE

SHEET REVISED PER CALTRANS PERMIT COMMENTS 7/1/25

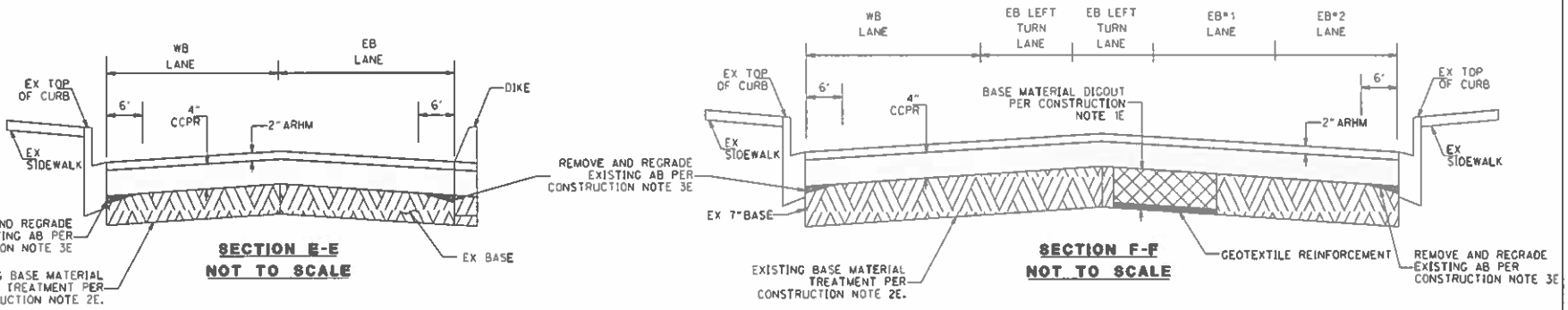
DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL
ENGINEER OF WORK				CITY APPROVAL	

SHEET 3 — CITY OF MURRIETA ENGINEERING DEPARTMENT — SHEETS 18

DETAIL SHEET
PAVEMENT REHABILITATION PROJECT

APPROVED ROBERT E. MOEHLING, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER — DATE 07-01-25
R.C.E. No. 63888 — EXP. DATE: 6-30-26

DRN BY: BLAIR
CHKD BY: JM/JRS
FIELD BK: _____
PROJECT No. 23-478
DRAWING No.



DETAIL A
ELM STREET

CONSTRUCTION NOTES:

(1A) REMOVE AND REPLACE EXISTING AC DOWN TO AGGREGATE BASE, FULL DEPTH AC REMOVAL (AVERAGE 5.37 ON ANTELOPE ROAD, MOISTURE CONDITION AND RECOMPACT AB TO 95%. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6; MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%. IF SATURATED OR YIELDING SUBGRADE MATERIALS ARE ENCOUNTERED DURING DIG OUT REMOVALS, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR FOR DETERMINATION IN USING A GEOGRID REINFORCEMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT) TO BRIDGE ANY SATURATED OR YIELDING SUBGRADE MATERIALS IN LIEU OF ADDITIONAL REMEDIAL REMOVAL. GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 6 " OF NEW BASE (BASE PER CITY OF MURRIETA STANDARDS). NOTE: AC THICKNESS VARIES BETWEEN 4" AND 7" PER PAVEMENT EVALUATION REPORT.

(1E) REMOVE TOP 7" OF AB AND INSTALL GEOGRID REINFORCEMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT). GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 7"OF NEW BASE. MOISTURE CONDITION AND RECOMPACT AB TO 95% PRIOR TO PLACEMENT OF GEOGRID. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6; MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%.

(1L) REMOVE AND REPLACE EXISTING AC DOWN TO AGGREGATE BASE, FULL DEPTH AC REMOVAL (APPROXIMATELY 5.75') ON LOS ALAMOS ROAD. MOISTURE CONDITION AND RECOMPACT AB TO 95%. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6; MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%. IF SATURATED OR YIELDING SUBGRADE MATERIALS ARE ENCOUNTERED DURING DIG OUT REMOVALS, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR FOR DETERMINATION IN USING A GEOGRID REINFORCEMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT) TO BRIDGE ANY SATURATED OR YIELDING SUBGRADE MATERIALS IN LIEU OF ADDITIONAL REMEDIAL REMOVAL. GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 6 " OF NEW BASE (BASE PER CITY OF MURRIETA STANDARDS). NOTE: AC THICKNESS VARIES BETWEEN 4.25" AND 7.5" PER PAVEMENT EVALUATION REPORT.

(2A) 2" ARHM OVERLAY OVER 3/8" ARHM MEDLAYER.

(2B) INSTALL 2" ARHM OVER 4" CCPR. EXISTING AB SHALL BE MOISTURE CONDITIONED AND RECOMPACTED TO 95% PRIOR TO PLACEMENT OF NEW CCPR AND ARHM.

(2L) 2"ARHM OVERLAY FROM LINCOLN AVE. TO MANCOCK AVE.
2.25"ARHM OVERLAY FROM MANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE.
2"ARHM OVERLAY FROM EASTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE TO WHITEWOOD ROAD.

(3A) COLD PLANE FULL WIDTH ROADWAY AT 2.375" DEPTH. SIGNIFICANT LONGITUDINAL AND TRANSVERSE CRACKS OR HOLES 1/4" OR LARGER SHALL BE CLEANED, REPAIRED, AND FILLED. FILL MATERIAL SHALL BE APPROVED BY CITY PER THE SPECIFICATIONS. EXISTING CRACKS SMALLER THAN 1/4" SHALL BE CLEANED OF VEGETATION ONLY.

(3B) COLD PLANE EXISTING AC FULL WIDTH AND DEPTH (APPROXIMATELY 4" DEPTH PER PAVEMENT EVALUATION REPORT) DOWN TO AB. REMOVE AND REGRADE EXISTING AB 6' FROM LIP OF GUTTER OR AC DIKE AT 2" DEPTH PRIOR TO PLACEMENT OF CCPR.

(3L) COLD PLANE 6' FROM LIP OF GUTTER AT 2" DEPTH (HEADER GRIND) FROM LINCOLN AVE. TO MANCOCK AVE.
COLD PLANE FULL WIDTH ROADWAY AT 2.25" FROM MANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE.
COLD PLANE 6' FROM LIP OF GUTTER AT 2" DEPTH (HEADER GRIND) FROM EASTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE TO WHITEWOOD ROAD.
CONTRACTOR SHALL GRIND THROUGH AND REMOVE EXISTING PAVEMENT FABRIC IF ENCOUNTERED.
SIGNIFICANT LONGITUDINAL AND TRANSVERSE CRACKS OR HOLES 1/4" OR LARGER SHALL BE CLEANED, REPAIRED, AND FILLED. FILL MATERIAL SHALL BE APPROVED BY CITY PER THE SPECIFICATIONS. EXISTING CRACKS SMALLER THAN 1/4" SHALL BE CLEANED OF VEGETATION ONLY.

(4) ADJUST WATER OR GAS VALVE CAN TO GRADE AS NEEDED.

(5) DOUBLE ADJUST EXISTING SEWER MANHOLE/DRY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER EMWD STD DWG SS-63 & SS-61

(6) REPLACE LOOP DETECTORS PER DETAILS B AND C ON SHEET 2.

(7) LOCATE AND TIE OUT EXISTING MAG/MARKER. INSTALL NEW STREET CENTERLINE INTERSECTION MONUMENT PER CONL STD. NO 617B AND 617C.

(8) DOUBLE ADJUST EXISTING STORM DRAIN MANHOLE TO GRADE.

(9) PROTECT IN PLACE.

(10) PRIOR TO INSTALLATION OF LOOPS, CONTRACTOR TO COORDINATE WITH CITY INSPECTOR FOR LAYOUT/PLACEMENT OF LOOPS.

(11) FURNISH AND INSTALL #5 PULLBOX, CONDUIT AND LOOP STUB-OUT, NEW SIDEWALK PANEL, AND LOOP WIRING AS SHOWN. REMOVE EXISTING DLC, AND FURNISH AND INSTALL NEW DLC, AS SHOWN, FROM ADVANCE LOOPS TO CONTROLLER CABINET. WHERE ADVANCE LOOP DISTANCE IS BEING REDUCED, PULL BACK EXCESS DLC WIRE TO LOCATION OF NEW PULL BOX. RESTORE ANY CONCRETE/SIDEWALK PANELS IN KIND.

(11A) FURNISH AND INSTALL #5 PULLBOX, CONDUIT AND LOOP STUB-IN, NEW SIDEWALK PANEL, AND LOOP WIRING AS SHOWN. REMOVE EXISTING DLC, AND FURNISH AND INSTALL NEW DLC, AS SHOWN, FROM ADVANCE LOOPS TO CONTROLLER CABINET. RESTORE ANY CONCRETE/SIDEWALK PANELS IN KIND. CONDUIT TO BE INSTALLED VIA JACK AND BORE

CONSTRUCTION NOTES (CONTINUED):

(2A) COLD PLANE FULL WIDTH 100' AT 2"(0.167') DEPTH (OR AS SHOWN) FROM PROJECT LIMITS TO ALLOW FOR PROPER TRANSITION/TAPER OF NEW A.C. TO EXISTING.

(13) SINGLE ADJUST EXISTING SEWER MANHOLE/DRY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER EMWD STD DWG SS-63 & SS-61

(14) SINGLE ADJUST EXISTING SURVEY MONUMENT CENTERLINE MONUMENT FRAME AND COVER TO GRADE PER CONL STD. 617B.

(15) REMOVE AND REPLACE EXISTING ACCESS RAMP WITH CITY OF MURRIETA STANDARD 321A ACCESS RAMP. REMOVE AND REPLACE ASSOCIATED CURB AND GUTTER OR MONOLITHIC CURB AND SPANDREL TO THE NEAREST JOINT AS SHOWN TO MEET ADA REQUIREMENTS PER CITY OF MURRIETA STANDARDS 301, 302, 311 AND 316. TRUNCATED DOMES SHALL BE DARK GREY IN COLOR AND BY ADA SOLUTIONS (OR APPROVED EQUAL). SLOT PATCH ADJACENT AC AS NECESSARY TO MEET ADA REQUIREMENTS. CONCRETE FOR ALL IMPROVEMENTS SHALL BE 4,000 PSI HIGH EARLY STRENGTH, AT SIGNALIZED INTERSECTIONS, RELOCATE TRAFFIC SIGNAL PULLBOXES AS NECESSARY. REFERENCE CITY PROVIDED EXHIBIT PER THE PROJECT SPECIFICATIONS

(16) CONTRACTOR SHALL CONTACT AND NOTIFY CITY OF MURRIETA TRAFFIC SIGNAL TECHNICIAN FOR LAYOUT/LOCATION OF UNDERGROUND PRIOR AT ALL SIGNALIZED INTERSECTION PRIOR TO CONDUCTING WORK IN OR AROUND SIGNALIZED INTERSECTIONS.

(17) GRIND/TAPER OVERLAY 100' FROM BRIDGE ABUTMENT TO ULTIMATE FINISH SURFACE OF ROADWAY FULL WIDTH AT 2.25" DEPTH AS NECESSARY TO ACHIEVE A PROPER FLUSH/SMOOTH TRANSITION FROM BRIDGE DECK TO NEW AC FINISHED SURFACE.

(18) WET SANDBLAST/REMOVE EXISTING PAVEMENT MARKINGS/STRIPING ON BRIDGE DECK.

(19) GRIND OUT EXISTING AC DIKE (EXISTING DIKE RANGES FROM 6" TO 7"). RECONSTRUCT 6" AC DIKE PER CITY OF MURRIETA STD. 315.

"AS BUILT"
The receipt of "as-built" plans and City's acceptance thereof does not absolve the Contractor/Developer of any responsibility for their accuracy.
Engineer of work _____ Date _____
RCE _____ EXP. _____

Underground Service Alert
Call's TOLL FREE
1-800-422-4133

BENCH MARK
DESCRIPTION
LOCATION
RECORDED ELEVATIONS DATUM

APPROVED FOR SIGNATURE
JEFFREY A. HERMAN, PE
CITY ENGINEER
R.C.E. 56900
EXP. DATE: 6/30/25
06/09/23
DATE

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL
ENGINEER OF WORK				CITY APPROVAL	

SHEET 3 | CITY OF MURRIETA ENGINEERING DEPARTMENT | SHEETS 13

DETAIL SHEET
PAVEMENT REHABILITATION PROJECT

APPROVED: ROBERT K. HOUSKINS, DIRECTOR OF PUBLIC WORKS
DATE: 06/09/23
R.C.E. No. 63998 EXP. DATE: 6-30-25

DESIGNED BY: MK/JF
DRAWN BY: MK/JF
CHKD BY: MK/JF
FIELD BK.: _____

PROJECT NO. 23-478

DRAWING NO.

REVISION DATED 09-AUG-2023

LEGEND

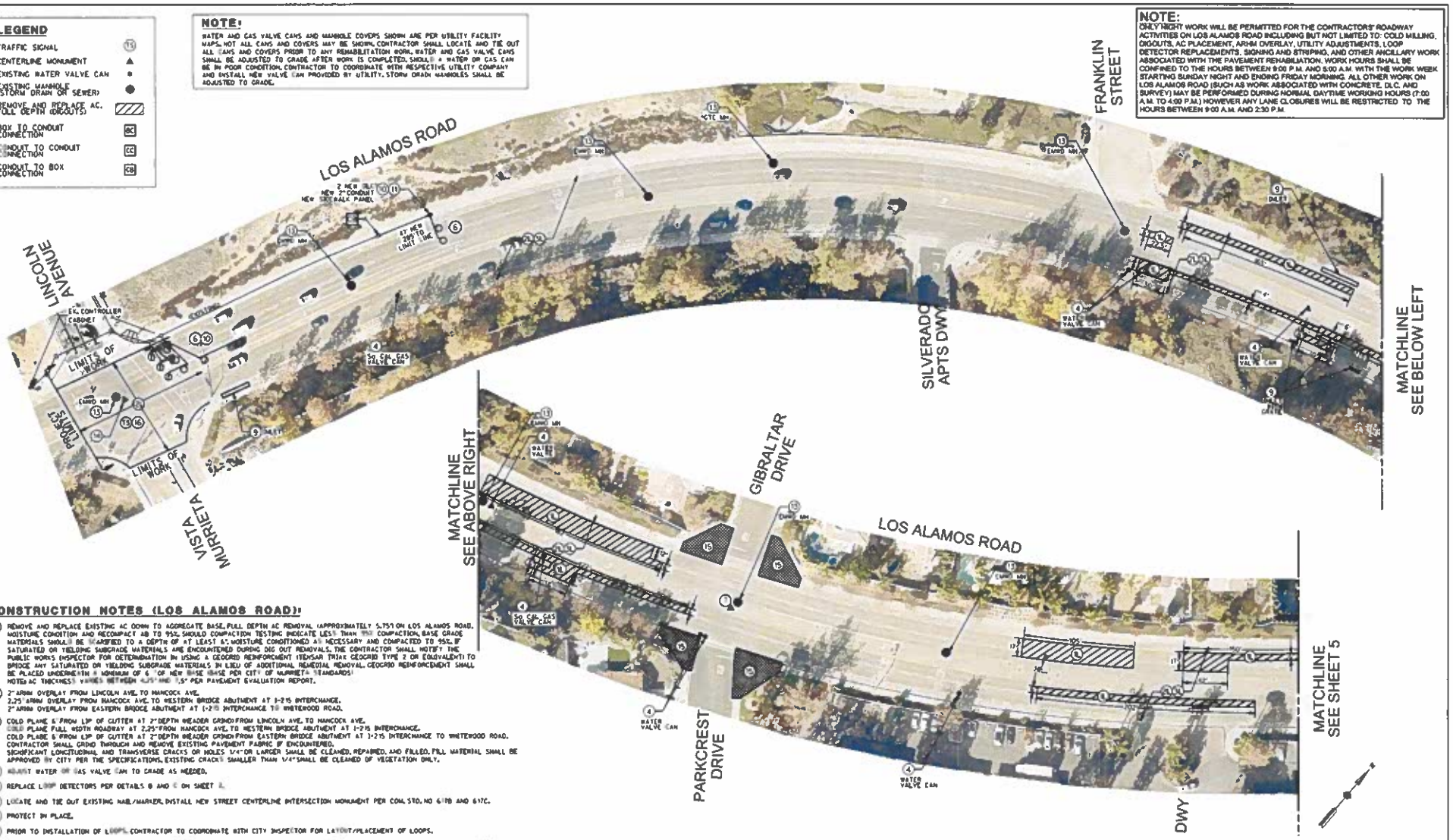
- TRAFFIC SIGNAL
- CENTERLINE MONUMENT
- EXISTING WATER VALVE CAN
- EXISTING MANHOLE (STORM DRAIN OR SEWER)
- REMOVE AND REPLACE AC, FULL DEPTH (DIGOUTS)
- BOX TO CONDUIT CONNECTION (BC)
- CONDUIT TO CONDUIT CONNECTION (CC)
- CONDUIT TO BOX CONNECTION (CB)

NOTE:

WATER AND GAS VALVE CANS AND MANHOLE COVERS SHOWN ARE PER UTILITY FACILITY MAPS. NOT ALL CANS AND COVERS MAY BE SHOWN. CONTRACTOR SHALL LOCATE AND TIE OUT ALL CANS AND COVERS PRIOR TO ANY REHABILITATION WORK. WATER AND GAS VALVE CANS SHALL BE ADJUSTED TO GRADE AFTER WORK IS COMPLETED. SHOULD A WATER OR GAS CAN BE IN POOR CONDITION, CONTRACTOR TO COORDINATE WITH RESPECTIVE UTILITY COMPANY AND INSTALL NEW VALVE CAN PROVIDED BY UTILITY. STORM DRAIN MANHOLES SHALL BE ADJUSTED TO GRADE.

NOTE:

ONLY NIGHT WORK WILL BE PERMITTED FOR THE CONTRACTORS' ROADWAY ACTIVITIES ON LOS ALAMOS ROAD INCLUDING BUT NOT LIMITED TO: COLD MILLING, DIGOUTS, AC PLACEMENT, ARHM OVERLAY, UTILITY ADJUSTMENTS, LOOP DETECTOR REPLACEMENTS, SIGNING AND STRIPING, AND OTHER ANCILLARY WORK ASSOCIATED WITH THE PAVEMENT REHABILITATION. WORK HOURS SHALL BE CONFINED TO THE HOURS BETWEEN 9:00 P.M. AND 5:00 A.M. WITH THE WORK WEEK STARTING SUNDAY NIGHT AND ENDING FRIDAY MORNING. ALL OTHER WORK ON LOS ALAMOS ROAD (SUCH AS WORK ASSOCIATED WITH CONCRETE, D.I.C. AND SURVEY) MAY BE PERFORMED DURING NORMAL DAYTIME WORKING HOURS (7:00 A.M. TO 4:00 P.M.) HOWEVER ANY LANE CLOSURES WILL BE RESTRICTED TO THE HOURS BETWEEN 9:00 A.M. AND 2:30 P.M.



CONSTRUCTION NOTES (LOS ALAMOS ROAD):

(1) REMOVE AND REPLACE EXISTING AC DOWN TO AGGREGATE BASE, FULL DEPTH AC REMOVAL (APPROXIMATELY 5.75") ON LOS ALAMOS ROAD. MOISTURE CONDITION AND RECOMPACT AB TO 95%. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHALL BE SCARIFIED TO A DEPTH OF AT LEAST 6", MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%. IF SATURATED OR YIELDING SUBGRADE MATERIALS ARE ENCOUNTERED DURING DIG OUT REMOVALS, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR FOR DETERMINATION IN USING A GEOGRID REINFORCEMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT) TO BRIDGE ANY SATURATED OR YIELDING SUBGRADE MATERIALS IN LIEU OF ADDITIONAL REMEDIAL REMOVAL. GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 6" OF NEW BASE GRADE PER CITY OF MURRIETA STANDARDS. NOTED AC THICKNESS VARIES BETWEEN 4.25" AND 7.5" PER PAVEMENT EVALUATION REPORT.

(2) 2" ARHM OVERLAY FROM LINCOLN AVE. TO MANCOCK AVE.
2.25" ARHM OVERLAY FROM MANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE.
2" ARHM OVERLAY FROM EASTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE TO WHITEWOOD ROAD.

(3) COLD PLANE & PROV LIP OF GUTTER AT 2" DEPTH HEADER GRIND FROM LINCOLN AVE. TO MANCOCK AVE.
COLD PLANE FULL WIDTH ROADWAY AT 2.25" FROM MANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE.
COLD PLANE & PROV LIP OF GUTTER AT 2" DEPTH HEADER GRIND FROM EASTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE TO WHITEWOOD ROAD.
CONTRACTOR SHALL GRIND THROUGH AND REMOVE EXISTING PAVEMENT FABRIC IF ENCOUNTERED.
SIGNIFICANT LONGITUDINAL AND TRANSVERSE CRACKS OR HOLES 1/4" OR LARGER SHALL BE CLEANED, REPAIRED, AND FILLED. FILL MATERIAL SHALL BE APPROVED BY CITY PER THE SPECIFICATIONS. EXISTING CRACKS SMALLER THAN 1/4" SHALL BE CLEANED OF VEGETATION ONLY.

(4) ADJUST WATER OR GAS VALVE CAN TO GRADE AS NEEDED.

(6) REPLACE LOOP DETECTORS PER DETAILS B AND C ON SHEET 8.

(7) LOCATE AND TIE OUT EXISTING NAIL/MARKER, INSTALL NEW STREET CENTERLINE INTERSECTION MONUMENT PER CONF. STD. NO. 617B AND 617C.

(9) PROTECT IN PLACE.

(10) PRIOR TO INSTALLATION OF LOOPS, CONTRACTOR TO COORDINATE WITH CITY INSPECTOR FOR LAYOUT/PLACEMENT OF LOOPS.

(11) FURNISH AND INSTALL PB PULLBOX, CONDUIT AND LOOP STUB-OUT, NEW SIDEWALK PANEL, AND LOOP WIRING AS SHOWN. REMOVE EXISTING DLP AND FURNISH AND INSTALL NEW DLP, AS SHOWN, FROM ADVANCE LOOPS TO CONTROLLER CABINET, WHERE ADVANCE LOOP DISTANCE IS BEING REDUCED. PULL BACK EXCESS DLP WIRE TO LOCATION OF NEW PULL BOX. RESTORE ANY CONCRETE/SIDEWALK PANELS IN KIND.

(12) COLD PLANE FULL WIDTH AT 2" (1.5" MIN.) DEPTH FOR AS SHOWN FROM PROJECT LIMITS TO ALLOW FOR PROPER TRANSITION/TAPER OF NEW A.C. TO EXISTING.

(13) SINGLE ADJUST EXISTING SEWER MANHOLE/DRY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER EMWD STD DWG SB-53 & SB-81

(14) SINGLE ADJUST EXISTING SURVEY MONUMENT CENTERLINE MONUMENT FRAME AND COVER TO GRADE PER CONF. STD. 617B.

(15) REMOVE AND REPLACE EXISTING ACCESS RAMP WITH CITY OF MURRIETA STANDARD 32'M ACCESS RAMP. REMOVE AND REPLACE ASSOCIATED CURB AND GUTTER OR MONOLITHIC CURB AND SPANDREL TO THE NEAREST JOINT AS SHOWN TO MEET ADA REQUIREMENTS PER CITY OF MURRIETA STANDARDS 304, 302, 311 AND 318. TRUNCATED DOMES SHALL BE DARK GREY IN COLOR AND BY ADA SOLUTIONS (OR APPROVED EQUAL). SLOT PATCH ADJACENT AC AS NECESSARY TO MEET ADA REQUIREMENTS. CONCRETE FOR ALL IMPROVEMENTS SHALL BE 4,000 PSI MIN. EARLY STRENGTH AT SIGNALIZED INTERSECTIONS. RELOCATE TRAFFIC SIGNAL PULLBOXES AS NECESSARY. REFERENCE CITY PROVIDED EXHIBIT PER THE PROJECT SPECIFICATIONS.

(16) CONTRACTOR SHALL CONTACT AND NOTIFY CITY OF MURRIETA TRAFFIC SIGNAL TECHNICIAN FOR LAYOUT/LOCATION OF UNDERGROUND FIBER AT ALL SIGNALIZED INTERSECTION PRIOR TO CONDUCTING WORK IN OR AROUND SIGNALIZED INTERSECTIONS.

"AS BUILT"

The receipt of Archibald Mares and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.

Engineer of work _____ Date _____

RCE _____ EXP. _____

Underground Service Alert — Call Before You Dig — Call Toll Free 1-800-422-4133

BENCH MARK DESCRIPTION LOCATION

RECORDED ELEVATION DATUM

APPROVED FOR SIGNATURE

JEFFREY A. HITCH, PE — DATE
CITY ENGINEER
R.C.E. 50004
EXP. 06/30/25

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL

DESIGNED BY: MRM — CITY APPROVAL

SHEET 6 — CITY OF MURRIETA — ENGINEERING DEPARTMENT — SHEETS 16

PAVING PLAN
PAVEMENT REHABILITATION PROJECT
LOS ALAMOS ROAD

APPROVED: ROBERT A. HOGENSON, DIRECTOR OF PUBLIC WORKS — DATE: 08/11/25
R.C.E. No. 63960 — Exp. DATE: 6-30-26

DRN BY: MRM — CHKD BY: JAH/DMS — FIELD BY: —

PROJECT NO. 25-476

DRAWING NO.

REVISION DATED 11-APR-2025

LEGEND

- TRAFFIC SIGNAL
- CENTERLINE MONUMENT
- EXISTING WATER VALVE CAN
- EXISTING MANHOLE (STORM DRAIN OR SEWER)
- REMOVE AND REPLACE AC. FULL DEPTH (DIGOUTS)
- BOX TO CONDUIT CONNECTION (BC)
- CONDUIT TO CONDUIT CONNECTION (CC)
- CONDUIT TO BOX CONNECTION (CB)

NOTE:

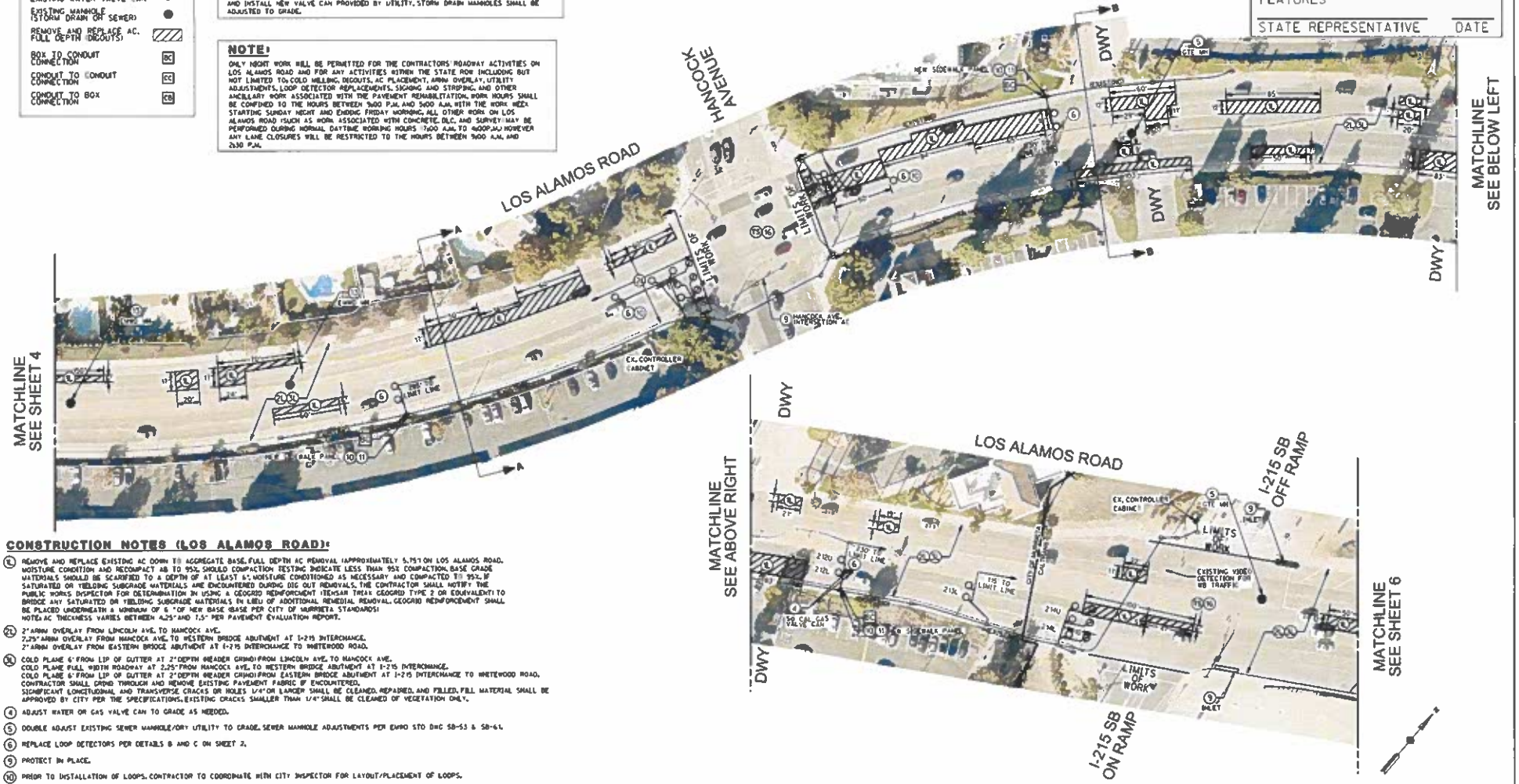
WATER AND GAS VALVE CANS AND MANHOLE COVERS SHOWN ARE PER UTILITY FACILITY MAPS. NOT ALL CANS AND COVERS MAY BE SHOWN. CONTRACTOR SHALL LOCATE AND TIE OUT ALL CANS AND COVERS PRIOR TO ANY REHABILITATION WORK. WATER AND GAS VALVE CANS SHALL BE ADJUSTED TO GRADE AFTER WORK IS COMPLETED. SHOULD A WATER OR GAS CAN BE IN POOR CONDITION, CONTRACTOR TO COORDINATE WITH RESPECTIVE UTILITY COMPANY AND INSTALL NEW VALVE CAN PROVIDED BY UTILITY. STORM DRAIN MANHOLES SHALL BE ADJUSTED TO GRADE.

NOTE:

ONLY NIGHT WORK WILL BE PERMITTED FOR THE CONTRACTORS ROADWAY ACTIVITIES ON LOS ALAMOS ROAD AND FOR ANY ACTIVITIES WITHIN THE STATE ROW INCLUDING BUT NOT LIMITED TO: COLD MILLING, DIGOUTS, AC PLACEMENT, ARMM OVERLAY, UTILITY ADJUSTMENTS, LOOP DETECTOR REPLACEMENTS, SIGNING AND STRIPING, AND OTHER ANCILLARY WORK ASSOCIATED WITH THE PAVEMENT REHABILITATION. WORK HOURS SHALL BE CONFINED TO THE HOURS BETWEEN 9:00 P.M. AND 5:00 A.M. WITH THE WORK WEEK STARTING SUNDAY NIGHT AND ENDING FRIDAY MORNING. ALL OTHER WORK ON LOS ALAMOS ROAD (SUCH AS WORK ASSOCIATED WITH CONCRETE, DLC, AND SURVEY) MAY BE PERFORMED DURING NORMAL DAYTIME WORKING HOURS 7:00 A.M. TO 4:00P.M.) HOWEVER ANY LANE CLOSURES WILL BE RESTRICTED TO THE HOURS BETWEEN 9:00 A.M. AND 2:30 P.M.

PERMIT NUMBER 08-25-N-MC-0505
CO RIV RTE 215 PM 10.6
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE



CONSTRUCTION NOTES (LOS ALAMOS ROAD):

1. REMOVE AND REPLACE EXISTING AC DOWN TO AGGREGATE BASE, FULL DEPTH AC REMOVAL (APPROXIMATELY 5.75') ON LOS ALAMOS ROAD. MOISTURE CONDITION AND RECOMPACT AB TO 95%. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6", MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%. IF SATURATED OR YIELDING SUBGRADE MATERIALS ARE ENCOUNTERED DURING DIG OUT REMOVALS, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR FOR DETERMINATION IN USING A GEOGRID REINFORCEMENT ITEM (SAN TMSAL GEOGRID TYPE 2 OR EQUIVALENT) TO BRIDGE ANY SATURATED OR YIELDING SUBGRADE MATERIALS IN LIEU OF ADDITIONAL REMEDIAL REMOVAL. GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 6 " OF NEW BASE (BASE PER CITY OF MURRIETA STANDARDS)
NOTE: AC THICKNESS VARIES BETWEEN 4.25" AND 7.5" PER PAVEMENT EVALUATION REPORT.
2. 2" ARMM OVERLAY FROM LINCOLN AVE. TO HANCOCK AVE.
7.25" ARMM OVERLAY FROM HANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE.
2" ARMM OVERLAY FROM EASTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE TO WHITEWOOD ROAD.
3. COLD PLANE 6' FROM LIP OF GUTTER AT 2" DEPTH (HEADER GRIND) FROM LINCOLN AVE. TO HANCOCK AVE.
COLD PLANE FULL WIDTH ROADWAY AT 2.25" FROM HANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE.
COLD PLANE 6' FROM LIP OF GUTTER AT 2" DEPTH (HEADER GRIND) FROM EASTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE TO WHITEWOOD ROAD.
CONTRACTOR SHALL GRIND THROUGH AND REMOVE EXISTING PAVEMENT FABRIC IF ENCOUNTERED.
SIGNIFICANT LONGITUDINAL AND TRANSVERSE CRACKS OR HOLES 1/4" OR LARGER SHALL BE CLEANED, REPAIRED, AND FILLED. FILL MATERIAL SHALL BE APPROVED BY CITY PER THE SPECIFICATIONS. EXISTING CRACKS SMALLER THAN 1/4" SHALL BE CLEANED OF VEGETATION ONLY.
4. ADJUST WATER OR GAS VALVE CAN TO GRADE AS NEEDED.
5. DOUBLE ADJUST EXISTING SEWER MANHOLE/ORY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER RIVCO STD DWG SB-53 & SB-61.
6. REPLACE LOOP DETECTORS PER DETAILS B AND C ON SHEET 2.
9. PROTECT IN PLACE.
10. PRIOR TO INSTALLATION OF LOOPS, CONTRACTOR TO COORDINATE WITH CITY INSPECTOR FOR LAYOUT/PLACEMENT OF LOOPS.
11. FURNISH AND INSTALL #5 PULLBOX, CONDUIT AND LOOP STUB-OUT. NEW SIDEWALK PANEL, AND LOOP WIRING AS SHOWN. REMOVE EXISTING DLC AND FURNISH AND INSTALL NEW DLC AS SHOWN. FROM ADVANCE LOOPS TO CONTROLLER CABINET. WHERE ADVANCE LOOP DISTANCE IS BEING REDUCED, PULL BACK EXCESS DLC HOME TO LOCATION OF NEW PULL BOX. RESTORE ANY CONCRETE/SIDEWALK PANELS IN KIND.
12. COLD PLANE FULL WIDTH 100' AT 2" (0.167') DEPTH (OR AS SHOWN) FROM PROJECT LIMITS TO ALLOW FOR PROPER TRANSITION/TAPER OF NEW A.C. TO EXISTING.
13. SINGLE ADJUST EXISTING SEWER MANHOLE/ORY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER RIVCO STD DWG SB-53 & SB-61.
16. CONTRACTOR SHALL CONTACT AND NOTIFY CITY OF MURRIETA TRAFFIC SIGNAL TECHNICIAN FOR LAYOUT/LOCATION OF UNDERGROUND FIBER AT ALL SIGNALIZED INTERSECTION PRIOR TO CONDUCTING WORK IN OR AROUND SIGNALIZED INTERSECTIONS.

"AS BUILT"
The receipt of As-Built Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.
Engineer of work _____ Date _____
RCE _____ EXP. _____

SHEET REVISED PER CALTRANS PERMIT COMMENTS 7/1/25

Underground Service Alert — Call Toll Free 1-800-422-4133

BENCH MARK DESCRIPTION: LOCATION: RECORDED ELEVATION: DATUM:

APPROVED FOR SIGNATURE
CITY ENGINEER — DATE 07-01-25
R.C.E. 50994
EXP. 6/30/25

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL

CITY APPROVAL

SHEET 8 — CITY OF MURRIETA, ENGINEERING DEPARTMENT — SHEETS 16

PAVING PLAN
PAVEMENT REHABILITATION PROJECT
LOS ALAMOS ROAD

APPROVED: ROBERT J. MOREAU, DIRECTOR OF PUBLIC WORKS — DATE: 07-01-25
R.C.E. No. 67908 — EXP. DATE: 6-30-26

DSN BY: BRAD — CHKD BY: JEFF — FIELD BK: —
PROJECT NO. 13-4118
DRAWING NO.

LEGEND

- TRAFFIC SIGNAL (TS)
- CENTERLINE MONUMENT
- EXISTING WATER VALVE CAN
- EXISTING MANHOLE (STORM DRAIN OR SEWER)
- REMOVE AND REPLACE AC, FULL DEPTH (DIGOUTS)
- BOX TO CONDUIT CONNECTION (BC)
- CONDUIT TO CONDUIT CONNECTION (CC)
- CONDUIT TO BOX CONNECTION (CB)

NOTE:

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NOTE:

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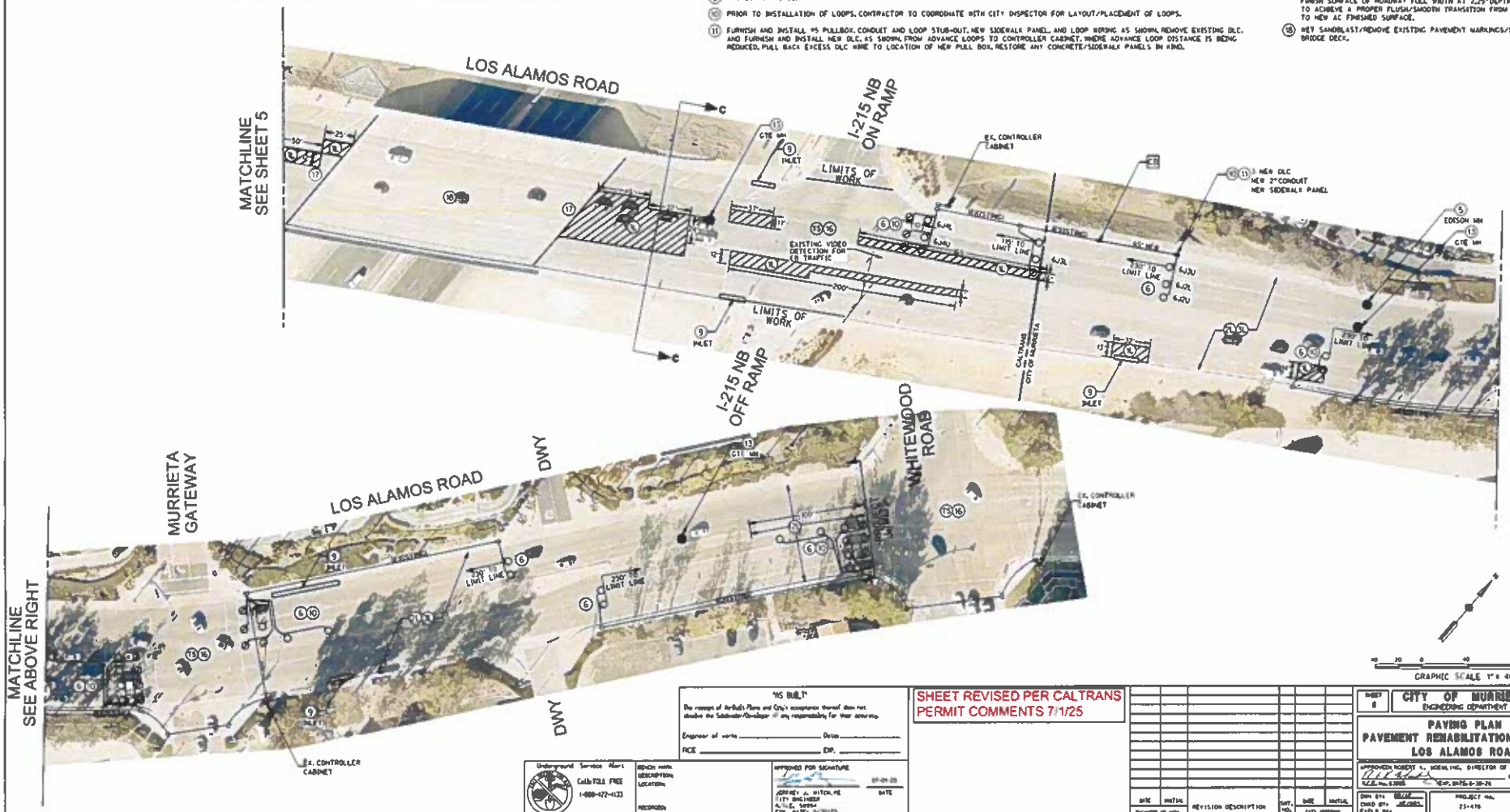
CONSTRUCTION NOTES (LOS ALAMOS ROAD):

1. REMOVE AND REPLACE EXISTING AC DOWN TO AGGREGATE BASE, FULL DEPTH AC REMOVAL (APPROXIMATELY 5,750 SY ON LOS ALAMOS ROAD. MOISTURE CONDITION AND RECOMPACT AB TO 95%. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6", MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%. IF SATURATED OR YIELDING SUBGRADE MATERIALS ARE ENCOUNTERED DURING DIG OUT REMOVALS, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR FOR DETERMINATION IN USING A GEOGRID REINFORCEMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT) TO BRIDGE ANY SATURATED OR YIELDING SUBGRADE MATERIALS IN LIEU OF ADDITIONAL REMEDIAL REMOVAL. GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 6 " OF NEW BASE (BASE PER CITY OF MURRIETA STANDARDS) NOTE: AC THICKNESS VARIES BETWEEN 4.25" AND 7.5" PER PAVEMENT EVALUATION REPORT.
2. 2" ARMA OVERLAY FROM LINCOLN AVE. TO MANCOCK AVE. 2.25" ARMA OVERLAY FROM MANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE. 2" ARMA OVERLAY FROM EASTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE TO WHITEWOOD ROAD.
3. COLD PLANE 6' FROM LIP OF GUTTER AT 2" DEPTH (HEADER GRIND) FROM LINCOLN AVE. TO MANCOCK AVE. COLD PLANE FULL WIDTH ROADWAY AT 2.25" FROM MANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE. COLD PLANE 6' FROM LIP OF GUTTER AT 2" DEPTH (HEADER GRIND) FROM EASTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE TO WHITEWOOD ROAD. CONTRACTOR SHALL GRIND THROUGH AND REMOVE EXISTING PAVEMENT FABRIC IF ENCOUNTERED. SIGNIFICANT LONGITUDINAL AND TRANSVERSE CRACKS OR HOLES 1/4" OR LARGER SHALL BE CLEANED, REPAIRED, AND FILLED. FILL MATERIAL SHALL BE APPROVED BY CITY PER THE SPECIFICATIONS. EXISTING CRACKS SMALLER THAN 1/4" SHALL BE CLEANED OF VEGETATION ONLY.
5. DOUBLE ADJUST EXISTING SEWER MANHOLE/DRY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER EMWD STD DWG SD-63 & SD-64.
6. REPLACE LOOP DETECTORS PER DETAILS B AND C ON SHEET 2.
9. PROTECT IN PLACE.
10. PRIOR TO INSTALLATION OF LOOPS, CONTRACTOR TO COORDINATE WITH CITY INSPECTOR FOR LAYOUT/PLACEMENT OF LOOPS.
11. FURNISH AND INSTALL #5 PULLBOX, CONDUIT AND LOOP STUB-OUT. NEW SIDEWALK PANEL, AND LOOP WIRING AS SHOWN. REMOVE EXISTING DLC AND FURNISH AND INSTALL NEW DLC, AS SHOWN. FROM ADVANCE LOOPS TO CONTROLLER CABINET. WHERE ADVANCE LOOP DISTANCE IS BEING REDUCED, PULL BACK EXCESS DLC WIRE TO LOCATION OF NEW PULL BOX. RESTORE ANY CONCRETE/SIDEWALK PANELS IN KIND.
21. COLD PLANE FULL WIDTH 100' AT 2" (0.167') DEPTH (OR AS SHOWN) FROM PROJECT LIMITS TO ALLOW FOR PROPER TRANSITION/TAPER OF NEW A.C. TO EXISTING.
13. SINGLE ADJUST EXISTING SEWER MANHOLE/DRY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER EMWD STD DWG SD-63 & SD-64.
16. CONTRACTOR SHALL CONTACT AND NOTIFY CITY OF MURRIETA TRAFFIC SIGNAL TECHNICIAN FOR LAYOUT/LOCATION OF UNDERGROUND FIBER AT ALL SIGNALIZED INTERSECTION PRIOR TO CONDUCTING WORK IN OR AROUND SIGNALIZED INTERSECTIONS.
17. GRIND/TAPER OVERLAY 100' FROM BRIDGE ABUTMENT TO ULTIMATE FINISH SURFACE OF ROADWAY FULL WIDTH AT 2.25" DEPTH AS NECESSARY TO ACHIEVE A PROPER FLUSH/SMOOTH TRANSITION FROM BRIDGE DECK TO NEW AC FINISHED SURFACE.
18. WET SANDBLAST/REMOVE EXISTING PAVEMENT MARKINGS/STRIPING ON BRIDGE DECK.

PERMIT NUMBER 08-25-N-MC-0505
CO RIV RTE 215 PM 10.6
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE



"AS BUILT"
The receipt of Asbuilt Plans and City's acceptance thereof does not absolve the Subcontractor/Developer of any responsibility for their accuracy.
Engineer of work _____ Date _____
RCE _____ Exp. _____

Underground Service Alert
Call toll FREE 1-800-422-4133
(for marking purposes only)

EROSION WORK DESCRIPTION LOCATION
RECOMMENDED ELEVATION DATUM

APPROVED FOR SIGNATURE
CITY ENGINEER
R.C.E. No. 63988
EXP. DATE: 6-30-26
DATE 07-01-25

SHEET REVISED PER CALTRANS PERMIT COMMENTS 7/1/25

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL
ENGINEER OF WORK				CITY APPROVAL	

SHEET 8 | CITY OF MURRIETA ENGINEERING DEPARTMENT | SHEETS 58

PAVING PLAN
PAVEMENT REHABILITATION PROJECT
LOS ALAMOS ROAD

APPROVED ROBERT K. HOEHL, INC., DIRECTOR OF PUBLIC WORKS
DATE 07-01-25
R.C.E. No. 63988 EXP. DATE: 6-30-26

DESIGN BY: RKH/JP
CHKD BY: RKH/MS
FIELD BK: _____
PROJECT No. 23-476
DRAWING No.

REVISION DATED 01-AA-7025

LEGEND

- TRAFFIC SIGNAL (TS)
- CENTERLINE MONUMENT
- EXISTING WATER VALVE CAN
- EXISTING MANHOLE (STORM DRAIN OR SEWER)
- REMOVE AND REPLACE AC, FULL DEPTH (DIGOUT)
- BOX TO CONDUIT CONNECTION (BC)
- CONDUIT TO CONDUIT CONNECTION (CC)
- ABANDON CONDUIT, REMOVE CONDUCTORS (AB)

NOTE:

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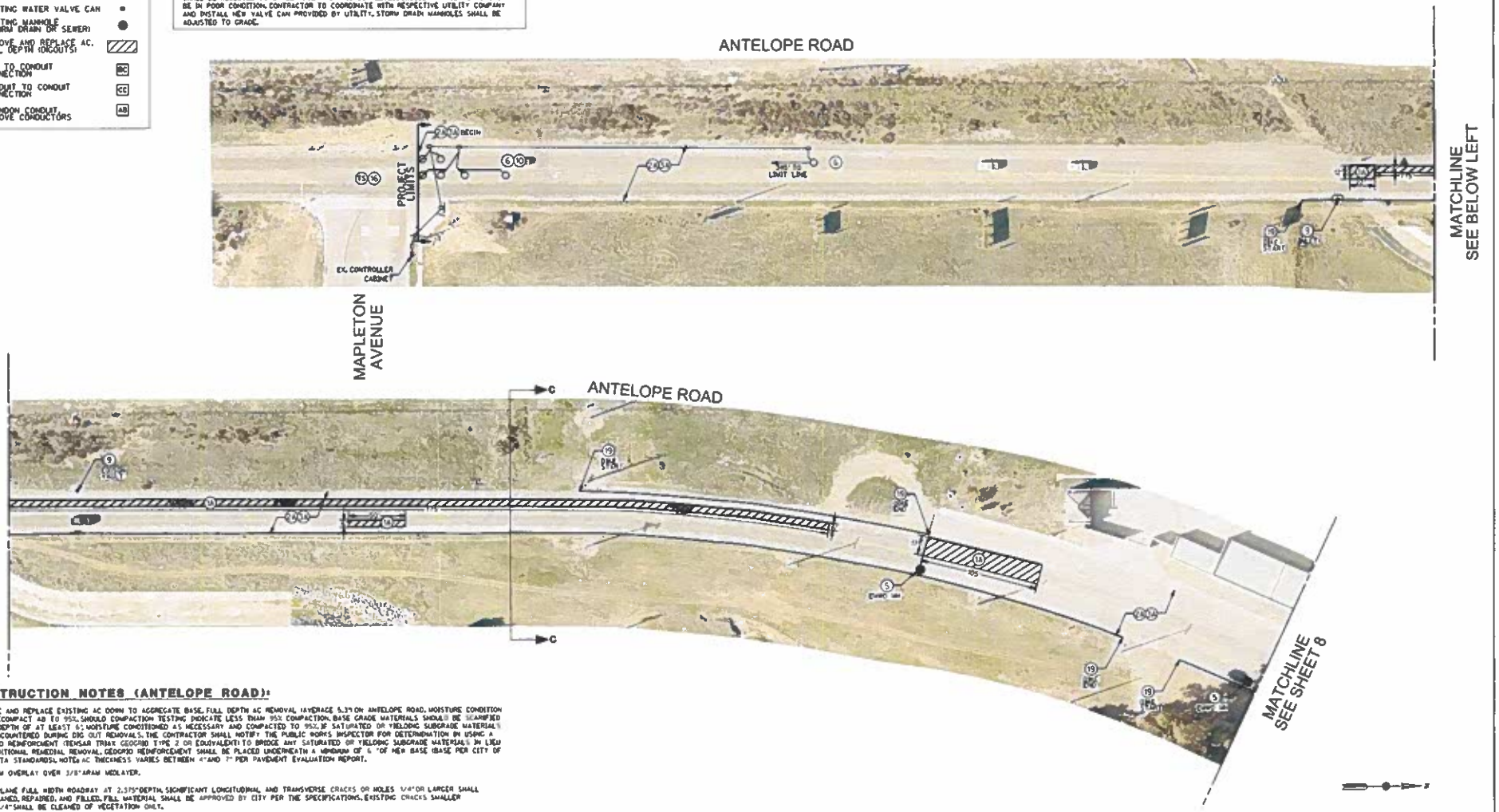


CONSTRUCTION NOTES (ANTELOPE ROAD):

(1A) REMOVE AND REPLACE EXISTING AC DOWN TO AGGREGATE BASE, FULL DEPTH AC REMOVAL (AVERAGE 5.3") ON ANTELOPE ROAD. MOISTURE CONDITION AND RECOMPACT AB TO 95%. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6", MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%. IF SATURATED OR YIELDING SUBGRADE MATERIALS ARE ENCOUNTERED DURING DIG OUT REMOVALS, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR FOR DETERMINATION IN USING A GEOGRID REINFORCEMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT) TO BRIDGE ANY SATURATED OR YIELDING SUBGRADE MATERIALS IN LIEU OF ADDITIONAL REMEDIAL REMOVAL. GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 6 "OF NEW BASE (BASE PER CITY OF MURRIETA STANDARDS). NOTE: AC THICKNESS VARIES BETWEEN 4" AND 7" PER PAVEMENT EVALUATION REPORT.

(2A) 2" ARHM OVERLAY OVER 3/8" ARAM MID LAYER.

(1A) COLD PLANE FULL WIDTH ROADWAY AT 2.375" DEPTH. SIGNIFICANT LONGITUDINAL AND TRANSVERSE CRACKS OR HOLES 1/4" OR LARGER SHALL BE CLEANED, REPAIRED, AND FILLED. FILL MATERIAL SHALL BE APPROVED BY CITY PER THE SPECIFICATIONS. EXISTING CRACKS SMALLER THAN 1/4" SHALL BE CLEANED OF VEGETATION ONLY.

(5) DOUBLE ADJUST EXISTING SEWER MANHOLE/DRY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER EMWD STD DWG SS-6.3 & SS-6.1

(6) REPLACE LOOP DETECTORS PER DETAILS B AND C ON SHEET 2.

(9) PROTECT IN PLACE.

(10) PRIOR TO INSTALLATION OF LOOPS, CONTRACTOR TO COORDINATE WITH CITY INSPECTOR FOR LAYOUT/PLACEMENT OF LOOPS.

(16) CONTRACTOR SHALL CONTACT AND NOTIFY CITY OF MURRIETA TRAFFIC SIGNAL TECHNICIAN FOR LAYOUT/LOCATION OF UNDERGROUND FIBER AT ALL SIGNALIZED INTERSECTION PRIOR TO CONDUCTING WORK IN OR AROUND SIGNALIZED INTERSECTIONS.

(19) GRIND OUT EXISTING AC DIKE (EXISTING DIKE RANGES FROM 6"TO 2"). RECONSTRUCT 6" AC DIKE PER CITY OF MURRIETA STD. 315.

"AS BUILT"

The contract of Architect, Plans and City's acceptance thereof does not absolve the Subcontractor/Developer of any responsibility for their work.

Engineer of work _____ Date _____

RCE _____ EXP. _____

Underground Service Alert
Call: TOLL FREE
1-800-422-4133

BENCH MARK
DESCRIPTION
LOCATION

RECOMMENDED
ELEVATION DATUM

APPROVED FOR SIGNATURE

JEFFREY A. HYDEN, PE
CITY ENGINEER
R.C.E. 56996
EXP. DATE: 6-30-25

DATE

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL

CITY APPROVAL

SHEET 7 | CITY OF MURRIETA ENGINEERING DEPARTMENT | SHEETS 58

PAVING PLAN
PAVEMENT REHABILITATION PROJECT
ANTELOPE ROAD

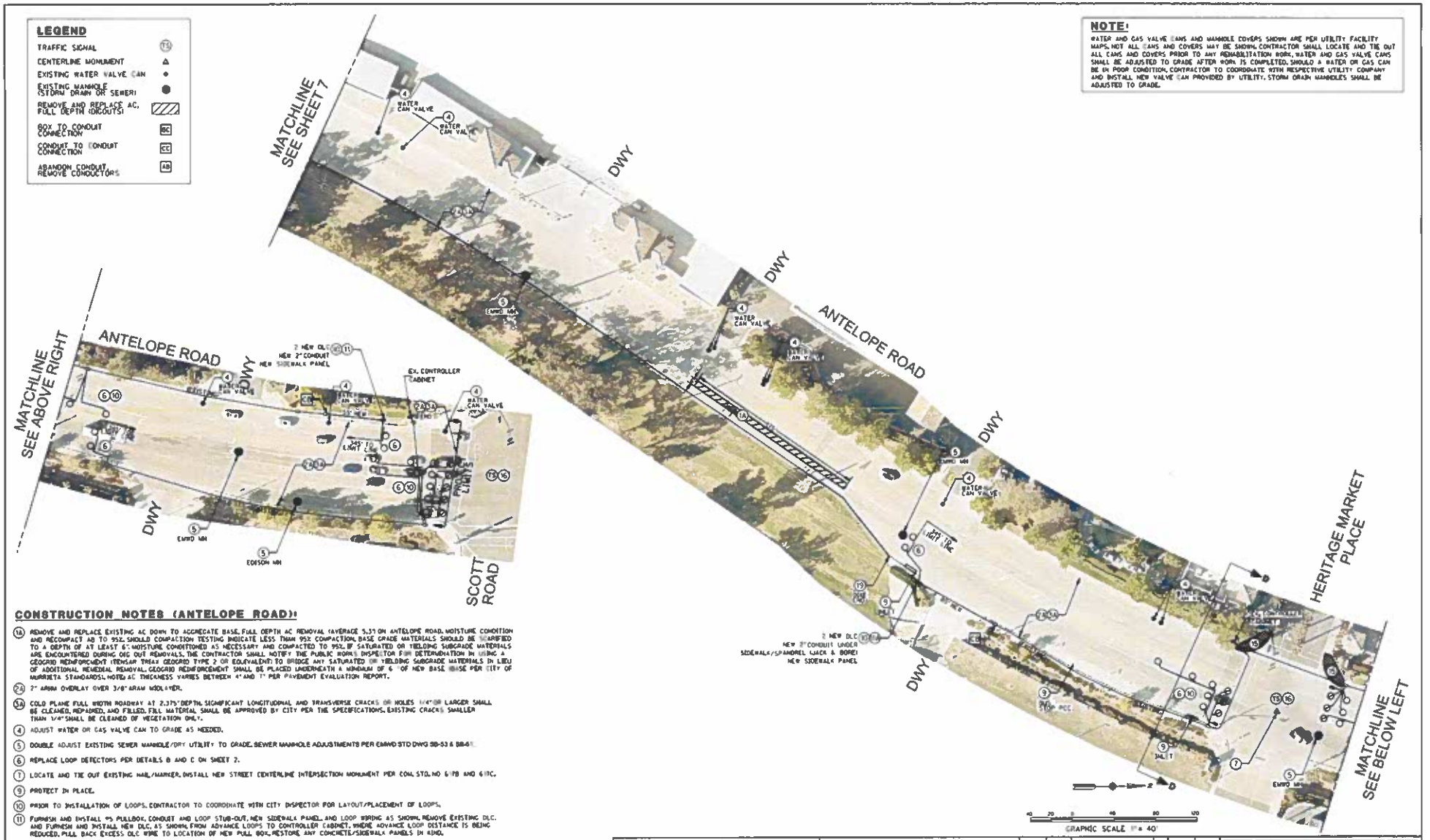
APPROVED AGENT E. MORENO, DIRECTOR OF PUBLIC WORKS
DATE: 05/09/25
R.C.E. No. 63986 EXP. DATE: 6-30-26

DSN BY: MH/AF
CHKD BY: AF/MH
FIELD BY:

PROJECT NO. 23-478

DRAWING NO.

REVISION DATE: 05-APR-2025



CONSTRUCTION NOTES (ANTELOPE ROAD):

(1A) REMOVE AND REPLACE EXISTING AC DOWN TO AGGREGATE BASE. FULL DEPTH AC REMOVAL (AVERAGE 5.3') ON ANTELOPE ROAD. MOISTURE CONDITION AND RECOMPACT AB TO 95%. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6" MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%. IF SATURATED OR YIELDING SUBGRADE MATERIALS ARE ENCOUNTERED DURING DIG OUT REMOVALS, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR FOR DETERMINATION IN USING A GEOGRID REINFORCEMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT) TO BRIDGE ANY SATURATED OR YIELDING SUBGRADE MATERIALS IN LIEU OF ADDITIONAL REMEDIAL REMOVAL. GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 6" OF NEW BASE (BASE PER CITY OF MURRIETA STANDARDS). NOTED AC THICKNESS VARIES BETWEEN 4" AND 7" PER PAVEMENT EVALUATION REPORT.

(2A) 2" ARHM OVERLAY OVER 3/8" ARAM WOLAYER.

(3A) COLD PLANE FULL WIDTH ROADWAY AT 2.375" DEPTH. SIGNIFICANT LONGITUDINAL AND TRANSVERSE CRACKS OR HOLES 1/4" OR LARGER SHALL BE CLEANED, REPAIRED, AND FILLED. FILL MATERIAL SHALL BE APPROVED BY CITY PER THE SPECIFICATIONS. EXISTING CRACKS SMALLER THAN 1/4" SHALL BE CLEANED OF VEGETATION ONLY.

(4) ADJUST WATER OR GAS VALVE CAN TO GRADE AS NEEDED.

(5) DOUBLE ADJUST EXISTING SEWER MANHOLE/DRY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER EMWD STD DWG SD-53 & SD-54.

(6) REPLACE LOOP DETECTORS PER DETAILS B AND C ON SHEET 2.

(7) LOCATE AND TIE OUT EXISTING MAR./MARKER. INSTALL NEW STREET CENTERLINE INTERSECTION MONUMENT PER CONL STD. NO 6-1-B AND 6-1-C.

(9) PROTECT IN PLACE.

(10) PRIOR TO INSTALLATION OF LOOPS, CONTRACTOR TO COORDINATE WITH CITY INSPECTOR FOR LAYOUT/PLACEMENT OF LOOPS.

(11) FURNISH AND INSTALL #5 PULLBOX, CONDUIT AND LOOP STUB-OUT, NEW SIDEWALK PANEL, AND LOOP WIRING AS SHOWN. REMOVE EXISTING DLC AND FURNISH AND INSTALL NEW DLC, AS SHOWN, FROM ADVANCE LOOPS TO CONTROLLER CABINET. WHERE ADVANCE LOOP DISTANCE IS BEING REDUCED, PULL BACK EXCESS DLC WIRE TO LOCATION OF NEW PULLBOX. RESTORE ANY CONCRETE/SIDEWALK PANELS IN KIND.

(11A) FURNISH AND INSTALL #5 PULLBOX, CONDUIT AND LOOP STUB-IN, NEW SIDEWALK PANEL, AND LOOP WIRING AS SHOWN. REMOVE EXISTING DLC, AND FURNISH AND INSTALL NEW DLC, AS SHOWN, FROM ADVANCE LOOPS TO CONTROLLER CABINET. RESTORE ANY CONCRETE/SIDEWALK PANELS IN KIND. CONDUIT TO BE INSTALLED VIA JACK AND BORE.

(15) REMOVE AND REPLACE EXISTING ACCESS RAMP WITH CITY OF MURRIETA STANDARD 321A ACCESS RAMP. REMOVE AND REPLACE ASSOCIATED CURB AND GUTTER OR MONOLITHIC CURB AND SPANDREL TO THE NEAREST JOINT AS SHOWN TO MEET ADA REQUIREMENTS PER CITY OF MURRIETA STANDARDS 301, 302, 311 AND 318. TRUNCATED DOMES SHALL BE DARK GREY IN COLOR AND BY ADA SOLUTIONS (OR APPROVED EQUAL). SLOT PATCH ADJACENT AC AS NECESSARY TO MEET ADA REQUIREMENTS. CONCRETE FOR ALL IMPROVEMENTS SHALL BE 4,000 PSI HIGH EARLY STRENGTH AT SIGNALIZED INTERSECTIONS. RELOCATE TRAFFIC SIGNAL PULLBOXES AS NECESSARY. REFERENCE CITY PROVIDED EXHIBIT PER THE PROJECT SPECIFICATIONS.

(16) CONTRACTOR SHALL CONTACT AND NOTIFY CITY OF MURRIETA TRAFFIC SIGNAL TECHNICIAN FOR LAYOUT/LOCATION OF UNDERGROUND FIBER AT ALL SIGNALIZED INTERSECTION PRIOR TO CONDUCTING WORK IN OR AROUND SIGNALIZED INTERSECTIONS.

(19) GRIND OUT EXISTING AC DIKE (EXISTING DIKE RANGES FROM 6"TO 2"). RECONSTRUCT 6" AC DIKE PER CITY OF MURRIETA STD. 315.

"AS BUILT"
The receipt of the Utility Plans and City's acceptance thereof does not absolve the Subcontractor/Developer of any responsibility for their accuracy.
Engineer of work _____ Date _____
RCE _____ EXP. _____

Underground Service Alert
Call's TOLL FREE
1-800-422-4133

BENCH MARK: DESCRIPTION: LOCATION:
RECORDED ELEVATION: DATUM:

APPROVED FOR SIGNATURE
JEFFREY A. MITCH, PE
CITY ENGINEER
R.C.E. 50994
EXP. DATE: 6-30-26
DATE

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL
ENGINEER OF WORK				CITY APPROVAL	

CITY OF MURRIETA
ENGINEERING DEPARTMENT
SHEET 8 | SHEETS 18

PAVING PLAN
PAVEMENT REHABILITATION PROJECT
ANTELOPE ROAD

APPROVED BY ROBERT A. MOLINA, INC., DIRECTOR OF PUBLIC WORKS: _____ DATE: 09/11/25
R.C.E. No. 63986 EXP. DATE: 6-30-26

DSN BY: RR/AR
CHKD BY: AR/MM
FIELD BY: _____
PROJECT NO. 23-478
DRAWING NO.

REVISION DATES: 11-JUN-2025

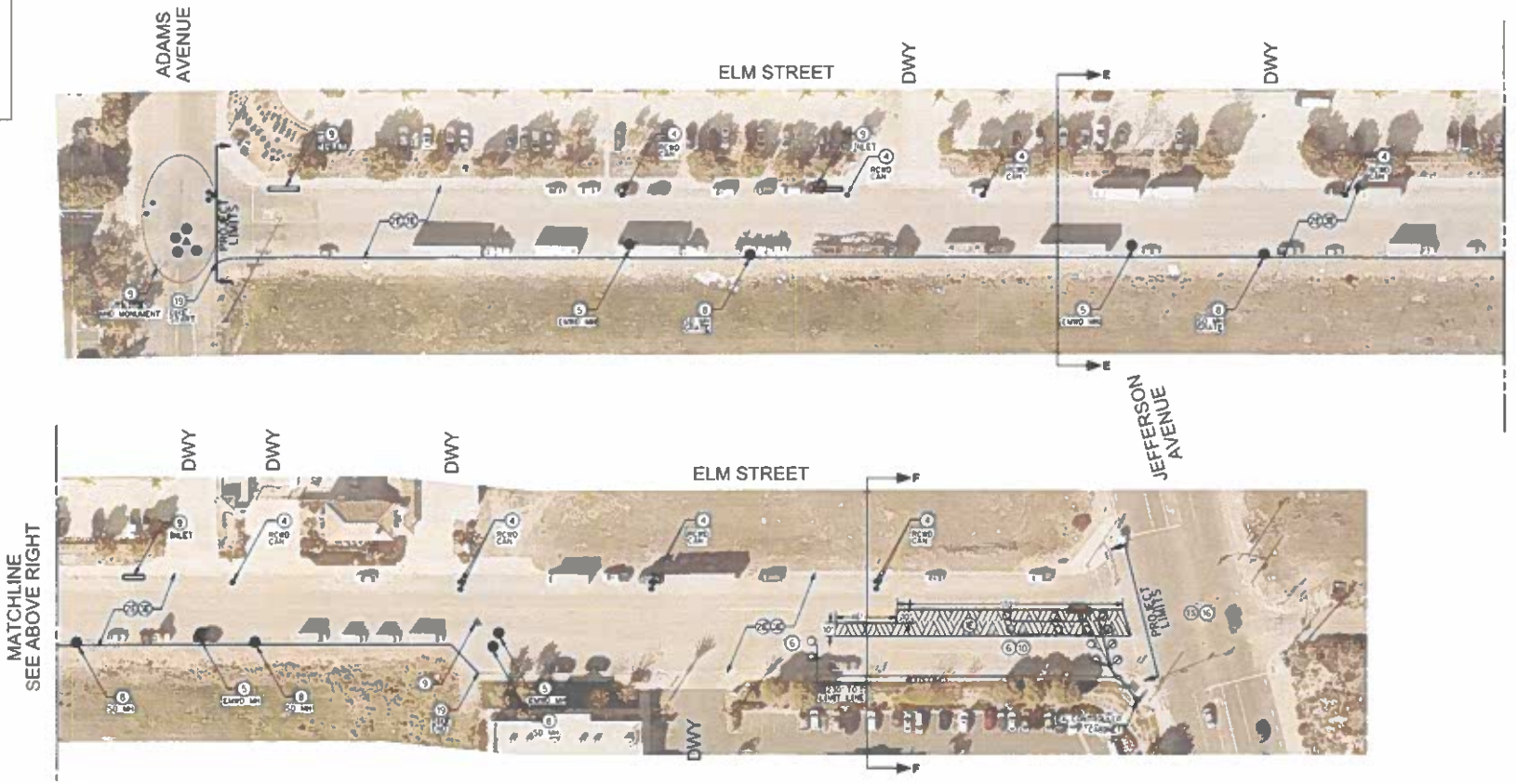
LEGEND

- TRAFFIC SIGNAL
- CENTERLINE MONUMENT
- EXISTING WATER VALVE CAN
- EXISTING MANHOLE (STORM DRAIN OR SEWER)
- REMOVE AND REPLACE AB, PER NOTE (1E)
- BOX TO CONDUIT CONNECTION (BC)
- CONDUIT TO CONDUIT CONNECTION (CC)
- ABANDON CONDUIT, REMOVE CONDUCTORS (AB)

NOTE:
WATER AND GAS VALVE CANS AND MANHOLE COVERS SHOWN ARE PER UTILITY FACILITY MAPS. NOT ALL CANS AND COVERS MAY BE SHOWN. CONTRACTOR SHALL LOCATE AND TIE OUT ALL CANS AND COVERS PRIOR TO ANY REHABILITATION WORK. WATER AND GAS VALVE CANS SHALL BE ADJUSTED TO GRADE AFTER WORK IS COMPLETED. SHOULD A WATER OR GAS CAN BE IN POOR CONDITION, CONTRACTOR TO COORDINATE WITH RESPECTIVE UTILITY COMPANY AND INSTALL NEW VALVE CAN PROVIDED BY UTILITY. STORM DRAIN MANHOLES SHALL BE ADJUSTED TO GRADE.

NOTE:
CCPR PLANT WILL BE PERMITTED TO BE SET UP AND OPERATED AT THE CITY OF MURRIETA PUBLIC WORKS YARD LOCATED OFF OF FIG STREET APPROXIMATELY 1/2 MILE FROM ELM STREET.

NOTE:
CCPR SPECIALTY CONTRACTOR SHALL REVIEW THE PROPOSED CCPR THICKNESS AND PROVIDE A MIX DESIGN, SAMPLING, AND TESTING FOR CCPR PROCESS.



CONSTRUCTION NOTES (ELM STREET):

(1E) REMOVE TOP 1" OF AB AND INSTALL GEOGRID REINFORCEMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT). GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 1" OF NEW BASE. MOISTURE CONDITION AND RECOMPACT AB TO 95% PRIOR TO PLACEMENT OF GEOGRID. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEASE 6", MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%.

(2E) INSTALL 2" ARMA OVER 4" CCPR. EXISTING AB SHALL BE MOISTURE CONDITIONED AND RECOMPACTED TO 95% PRIOR TO PLACEMENT OF NEW CCPR AND ARMA.

(5E) COLD PLANE EXISTING AC FULL WIDTH AND DEPTH (APPROXIMATELY 4" DEPTH PER PAVEMENT EVALUATION REPORT) DOWN TO AB. REMOVE AND REGRADE EXISTING AB 6' FROM LIP OF GUTTER OR AC DIKE AT 2" DEPTH PRIOR TO PLACEMENT OF CCPR.

(4) ADJUST WATER OR GAS VALVE CAN TO GRADE AS NEEDED.

(5) DOUBLE ADJUST EXISTING SEWER MANHOLE/ORT UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER EMWD STD DWG SB-33 & SB-61

(6) REPLACE LOOP DETECTORS PER DETAILS B AND C ON SHEET 2.

(8) DOUBLE ADJUST EXISTING STORM DRAIN MANHOLE TO GRADE.

(9) PROTECT IN PLACE.

(10) PRIOR TO INSTALLATION OF LOOPS, CONTRACTOR TO COORDINATE WITH CITY INSPECTOR FOR LAYOUT/PLACEMENT OF LOOPS.

(16) CONTRACTOR SHALL CONTACT AND NOTIFY CITY OF MURRIETA TRAFFIC SIGNAL TECHNICIAN FOR LAYOUT/LOCATION OF UNDERGROUND FIBER AT ALL SIGNALIZED INTERSECTION PRIOR TO CONDUCTING WORK IN OR AROUND SIGNALIZED INTERSECTIONS.

(19) GRIND OUT EXISTING AC DIKE (EXISTING DIKE RANGES FROM 6" TO 2"). RECONSTRUCT 6" AC DIKE PER CITY OF MURRIETA STD. 395.

GRAPHIC SCALE 1" = 40'

"AS BUILT"
The receipt of Approved Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.
Engineer of work _____ Date _____
RCE _____ Exp. _____

Underground Service Alert
Call: TOLL FREE
1-800-422-4133

BENCH MARK
DESCRIPTION
LOCATION
RECORDED ELEVATION DATUM

APPROVED FOR SIGNATURE
JEFFREY J. HATCH, PE
CITY ENGINEER
R.C.E. 56996
EXP. DATE: 6/30/25
06/09/25
DATE

DATE	INITIAL	REVISION DESCRIPTION	SHEET NO.	DATE	INITIAL

CITY APPROVAL

CITY OF MURRIETA
ENGINEERING DEPARTMENT
SHEET 8 | SHEETS 18

PAVING PLAN
PAVEMENT REHABILITATION PROJECT
ELM STREET

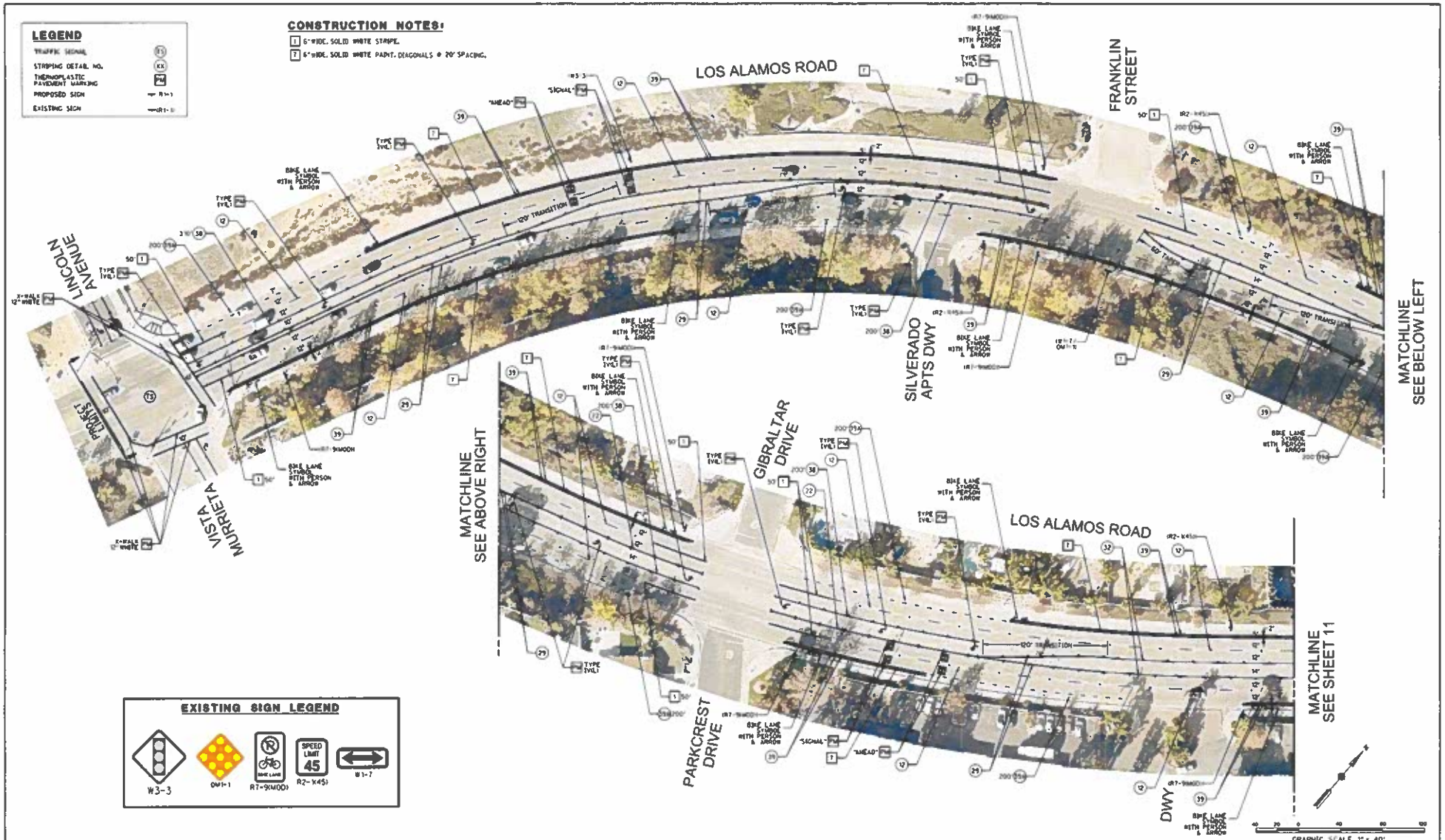
APPROVED: ROGER A. MOENING, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE: 06/09/25
R.C.E. No. 63896 EXP. DATE: 6-30-26

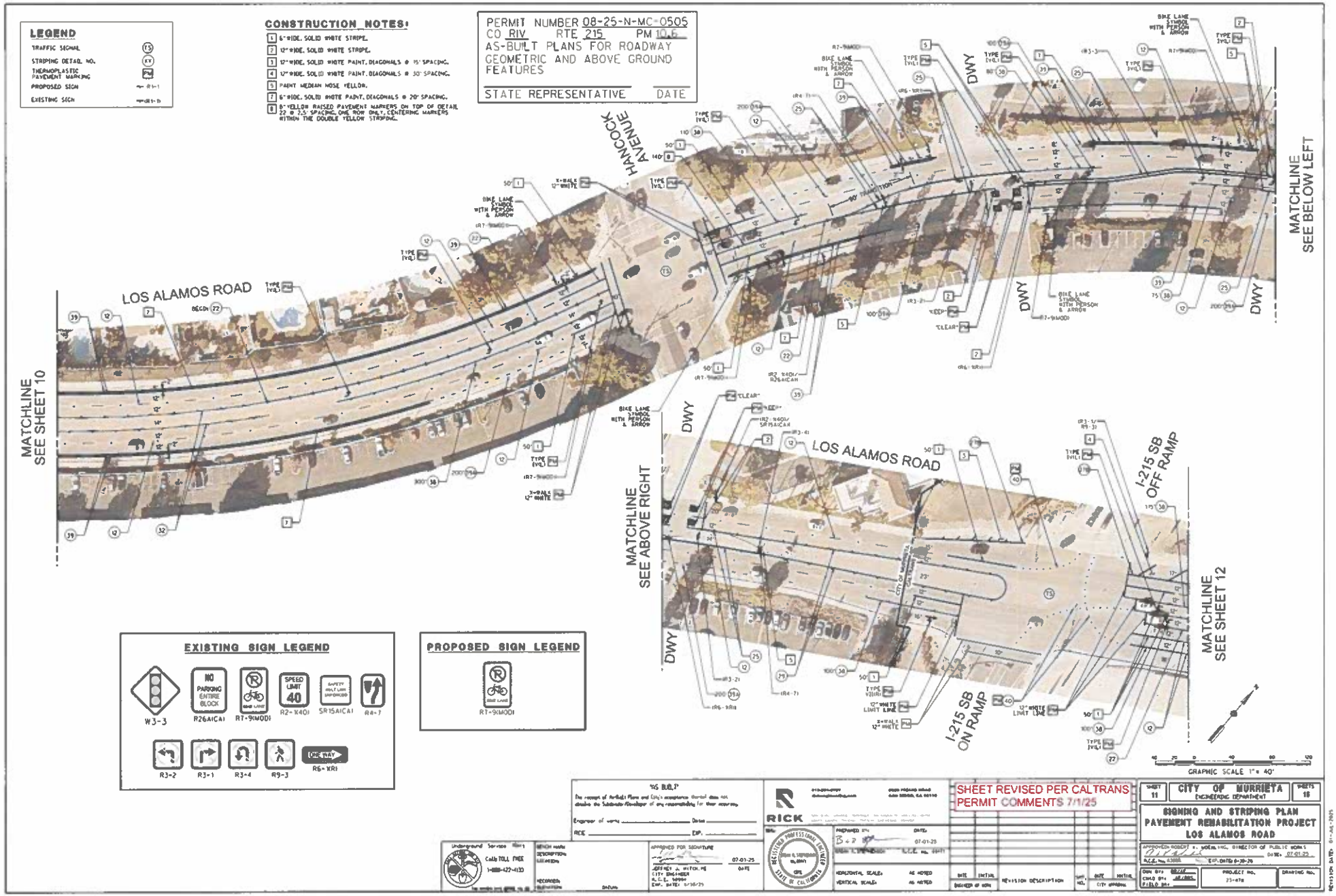
DSN BY: MEZ
CHK'D BY: JJH
P.E.N.D. BY:

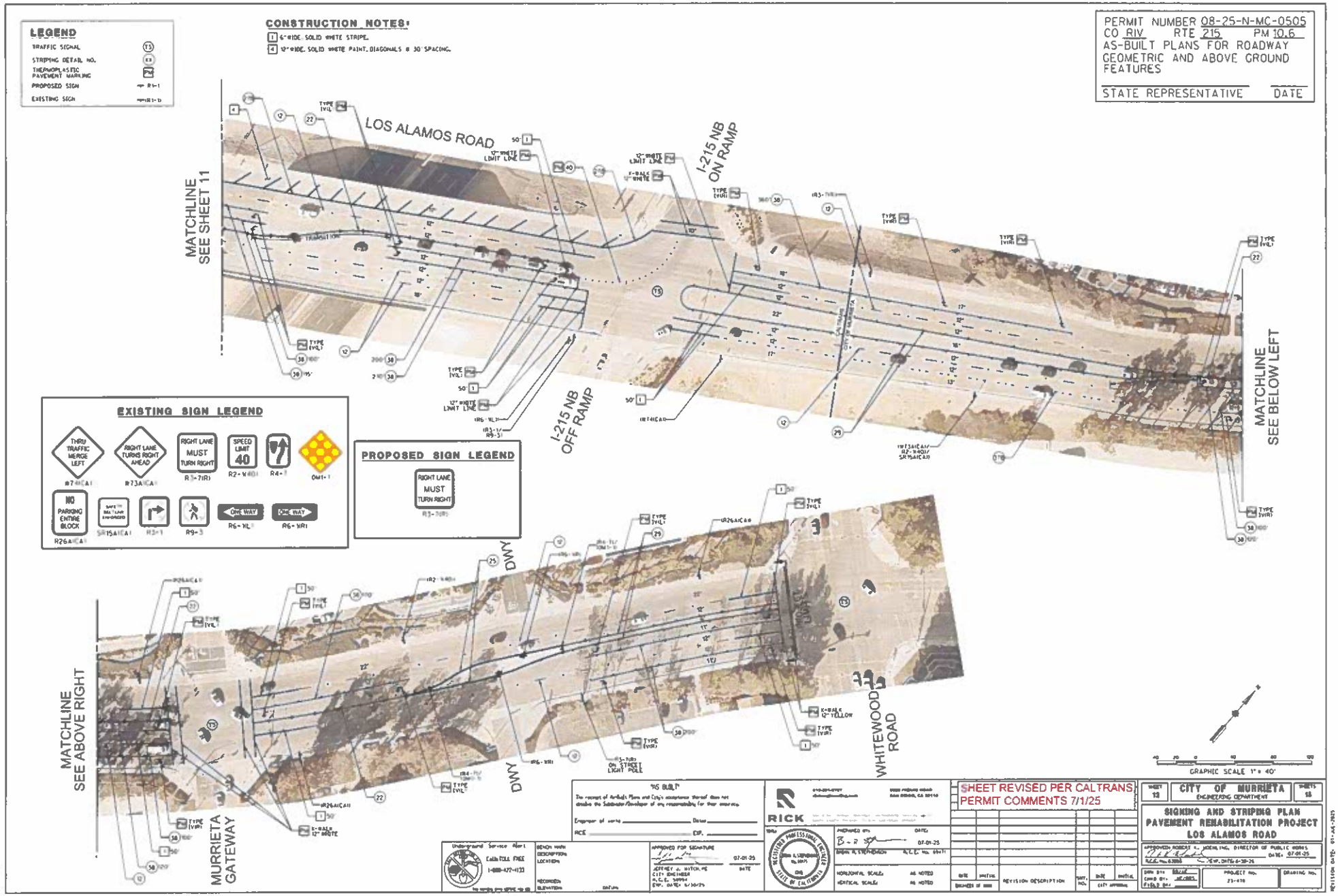
PROJECT No. 23-478

GRADING No.

REVISION DATE: 09-AUG-2023


LEGEND
TRAFFIC SIGNAL
STRIPING DETAIL NO.
THERMOPLASTIC PAVEMENT MARKING
PROPOSED SIGN
EXISTING SIGN
CONSTRUCTION NOTES:
1 6" WIDE, SOLID WHITE STRIPE.
7 6" WIDE, SOLID WHITE PAINT, DIAGONALS @ 20' SPACING.
LOS ALAMOS ROAD
FRANKLIN STREET
LINCOLN AVENUE
VISTA MURRIETA
PONDS
SILVERADO APTS DWY
GIBRALTAR DRIVE
PARKCREST DRIVE
DWY
MATCHLINE SEE BELOW LEFT
MATCHLINE SEE ABOVE RIGHT
MATCHLINE SEE SHEET 11
120' TRANSITION
BIKE LANE SYMBOL WITH PERSON & ARROW
TYPE IV(L)
EXISTING SIGN LEGEND
W3-3
OW1-1
R7-9(M)OD
SPEED LIMIT 45
R2-1(45)
W1-7
GRAPHIC SCALE 1" = 40'
"AS BUILT"
RICK
CITY OF MURRIETA
ENGINEERING DEPARTMENT
SHEET 10
SHEETS 18
SIGNING AND STRIPING PLAN
PAVEMENT REHABILITATION PROJECT
LOS ALAMOS ROAD


LEGEND
TRAFFIC SIGNAL
STRIPING DETAIL NO.
THERMOPLASTIC PAVEMENT MARKING
PROPOSED SIGN
EXISTING SIGN
CONSTRUCTION NOTES:
1 6" WIDE, SOLID WHITE STRIPE.
2 12" WIDE, SOLID WHITE STRIPE.
3 12" WIDE, SOLID WHITE PAINT, DIAGONALS @ 15' SPACING.
4 12" WIDE, SOLID WHITE PAINT, DIAGONALS @ 30' SPACING.
5 PAINT MEDIAN NOSE YELLOW.
7 6" WIDE, SOLID WHITE PAINT, DIAGONALS @ 20' SPACING.
8 8" YELLOW RAISED PAVEMENT MARKERS ON TOP OF DETAIL 22 @ 2.5' SPACING, ONE ROW ONLY, CENTERING MARKERS WITHIN THE DOUBLE YELLOW STRIPING.
PERMIT NUMBER 08-25-N-MC-0505
CO RIV RTE 215 PM 10.6
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
STATE REPRESENTATIVE DATE
HANCOCK AVENUE
LOS ALAMOS ROAD
MATCHLINE SEE SHEET 10
MATCHLINE SEE BELOW LEFT
MATCHLINE SEE ABOVE RIGHT
MATCHLINE SEE SHEET 12
I-215 SB OFF RAMP
I-215 SB ON RAMP
DWY
BIKE LANE SYMBOL WITH PERSON & ARROW
TYPE V(L)
EXISTING SIGN LEGEND
W3-3
R26A(CA)
R7-9M(OD)
R2-1(40)
SR15A(CA)
R4-7
R3-2
R3-1
R3-4
R9-3
R6-1(R)
ONE WAY
PROPOSED SIGN LEGEND
R7-9M(OD)
GRAPHIC SCALE 1" = 40'
"AS BUILT"
RICK
SHEET REVISED PER CALTRANS PERMIT COMMENTS 7/1/25
CITY OF MURRIETA
ENGINEERING DEPARTMENT
SIGNING AND STRIPING PLAN
PAVEMENT REHABILITATION PROJECT
LOS ALAMOS ROAD
SHEET 11
SHEETS 18
APPROVED ROBERT A. HOEM, DIRECTOR OF PUBLIC WORKS
07-01-25
R.C.E. No. 63888
EXP. DATE: 6-30-26
PROJECT NO. 23-478
DRAWING NO.
APPROVED FOR SIGNATURE
JEFFREY A. HITCH, PE
CITY ENGINEER
R.C.E. 59994
EXP. DATE: 6-30-25
07-01-25
DATE
HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: AS NOTED
REVISION DESCRIPTION
Underground Service Alert
Call: TOLL FREE 1-(800)-422-4133

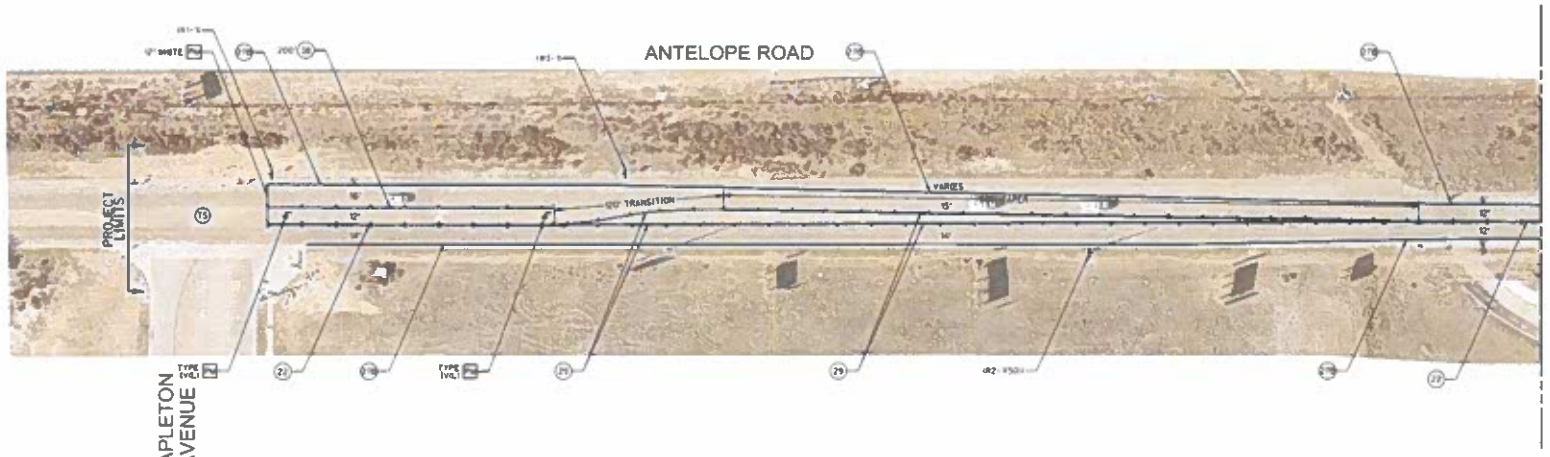

LEGEND
TRAFFIC SIGNAL
STRIPING DETAIL NO.
THERMOPLASTIC PAVEMENT MARKING
PROPOSED SIGN
EXISTING SIGN
CONSTRUCTION NOTES:
1 6" WIDE, SOLID WHITE STRIPE.
4 12" WIDE, SOLID WHITE PAINT, DIAGONALS @ 30' SPACING.
PERMIT NUMBER 08-25-N-MC-0505
CO RIV RTE 215 PM 10.6
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
STATE REPRESENTATIVE
DATE
LOS ALAMOS ROAD
I-215 NB ON RAMP
I-215 NB OFF RAMP
MATCHLINE SEE SHEET 11
MATCHLINE SEE BELOW LEFT
MATCHLINE SEE ABOVE RIGHT
WHITEWOOD ROAD
MURRIETA GATEWAY
DWY
EXISTING SIGN LEGEND
THRU TRAFFIC MERGE LEFT
RIGHT LANE TURNS RIGHT AHEAD
RIGHT LANE MUST TURN RIGHT
SPEED LIMIT 40
NO PARKING ENTIRE BLOCK
ONE WAY
PROPOSED SIGN LEGEND
RIGHT LANE MUST TURN RIGHT
"AS BUILT"
RICK
SHEET REVISED PER CALTRANS PERMIT COMMENTS 7/1/25
CITY OF MURRIETA
ENGINEERING DEPARTMENT
SIGNING AND STRIPING PLAN
PAVEMENT REHABILITATION PROJECT
LOS ALAMOS ROAD
GRAPHIC SCALE 1" = 40'

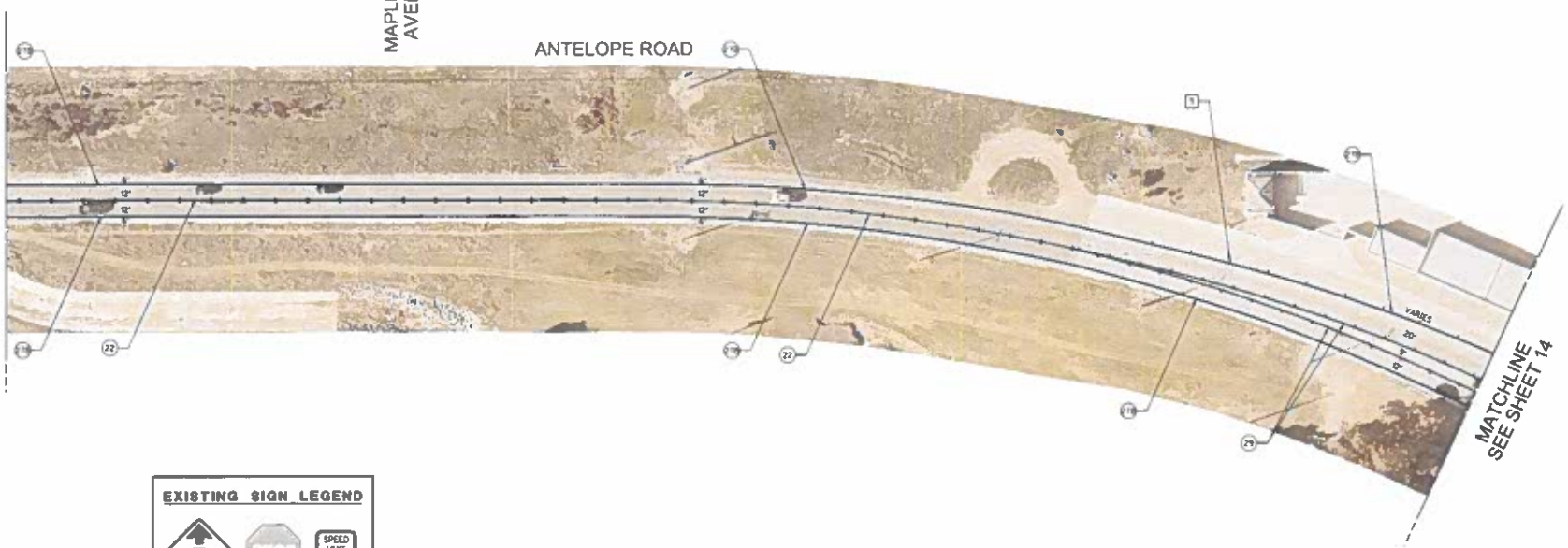
LEGEND

TRAFFIC SIGNAL (T1)
STRIPING DETAIL NO. (XX)
THERMOPLASTIC PAVEMENT MARKING (24)
PROPOSED SIGN — R1-1
EXISTING SIGN — (R1-1)

CONSTRUCTION NOTES:

9 REMOVE AND REPLACE TYPE G (CA) OBJECT MARKERS WITH WHITE RETROREFLECTIVE SHEETING @ 30' SPACING





EXISTING SIGN LEGEND

GRAPHIC SCALE 1" = 40'

"AS BUILT"

The receipt of the Final Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.

Engineer of work _____ Date _____
RCE _____ EXP. _____

Underground Service Alert
Call: TOLL FREE 1-800-422-4133

BENCH mark DESCRIPTION LOCATION
RECORDED ELEVATION DATUM

APPROVED FOR SIGNATURE
JEFFREY A. MITCH, PE
CITY ENGINEER
R.C.E. 56996
EXP. DATE: 6-30-25
08/08/25
DATE

RICK

PREPARED BY: B.J. 08/08/25
BRIAN R. STEPHENSON R.C.E. No. 89411

REGISTERED PROFESSIONAL ENGINEER — BRIAN R. STEPHENSON — No. 89411 — CIVIL — STATE OF CALIFORNIA

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: AS NOTED

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL
		ENGINEER OF WORK			CITY APPROVAL

SHEET 13 — CITY OF MURRIETA — ENGINEERING DEPARTMENT — SHEETS 14

SIGNING AND STRIPING PLAN
PAVEMENT REHABILITATION PROJECT
ANTELOPE ROAD

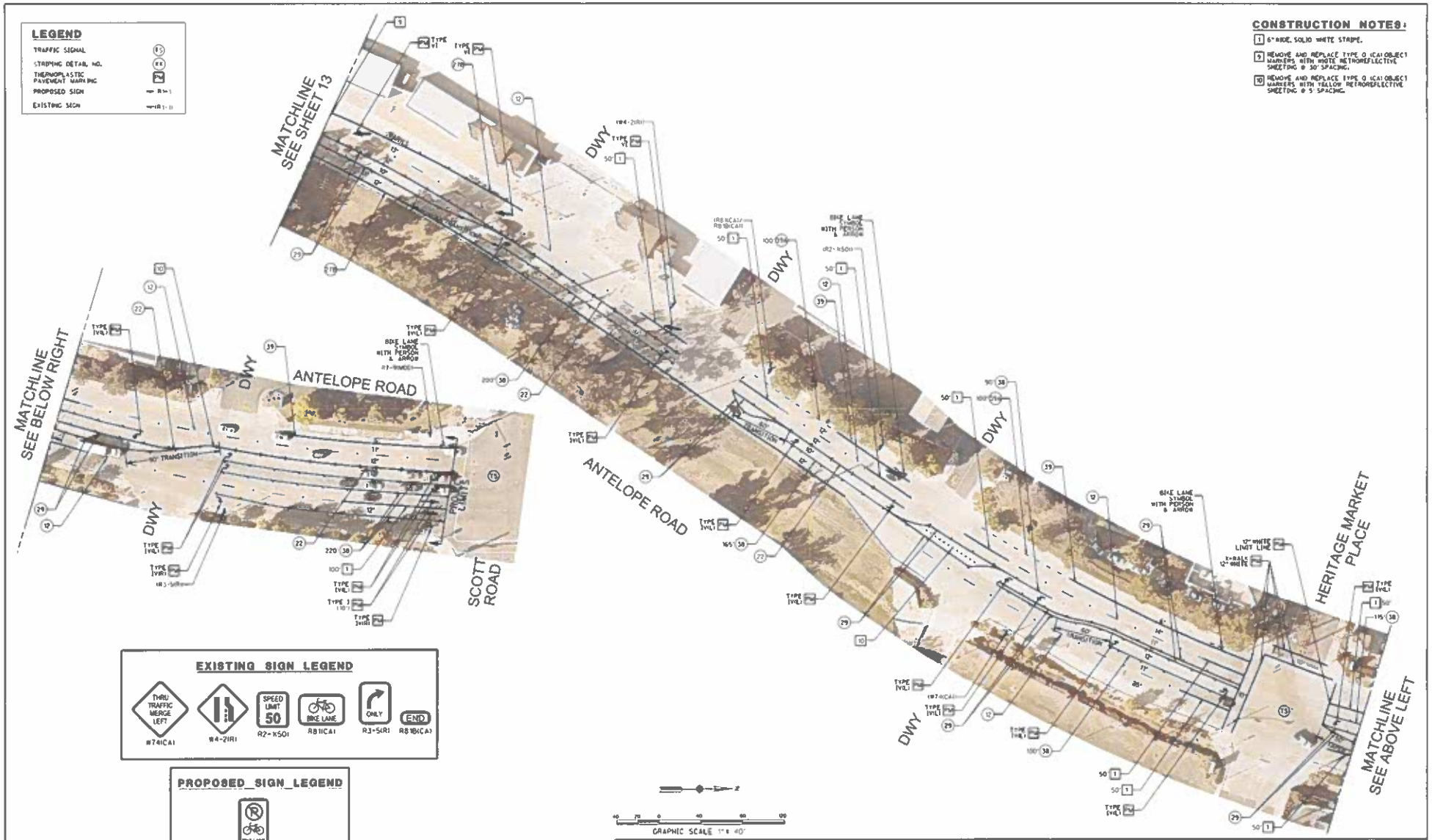
APPROVED: ROBERT A. MCKENNEY, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER — DATE: 08/08/25
R.C.E. No. 63988 — EXP. DATE: 6-30-26

DRAWN BY: BR/AR
CHKD BY: AR/BRS
FIELD BY: _____

PROJECT NO. 23-478

DRAWING NO.

REVISION DATED: 09-AUG-2025


LEGEND
TRAFFIC SIGNAL
STRIPING DETAIL NO.
THERMOPLASTIC PAVEMENT MARKING
PROPOSED SIGN
EXISTING SIGN
CONSTRUCTION NOTES:
1 6" WIDE, SOLID WHITE STRIPE.
9 REMOVE AND REPLACE TYPE O (CA) OBJECT MARKERS WITH WHITE RETROREFLECTIVE SHEETING @ 50' SPACING.
10 REMOVE AND REPLACE TYPE O (CA) OBJECT MARKERS WITH YELLOW RETROREFLECTIVE SHEETING @ 5' SPACING.
MATCHLINE SEE SHEET 13
MATCHLINE SEE BELOW RIGHT
MATCHLINE SEE ABOVE LEFT
ANTELOPE ROAD
SCOTT ROAD
HERITAGE MARKET PLACE
DWY
BIKE LANE WITH PERSON & ARROW
12" WHITE LIMIT LINE
EXISTING SIGN LEGEND
THRU TRAFFIC MERGE LEFT
SPEED LIMIT 50
BIKE LANE
ONLY
END
PROPOSED SIGN LEGEND
GRAPHIC SCALE 1" = 40'
811 Know what's below. Call before you dig.
APPROVED FOR SIGNATURE
JEFFREY L. HITCH, PE
CITY ENGINEER
RICK
CITY OF MURRIETA
ENGINEERING DEPARTMENT
SHEET 14
SHEETS 18
SIGNING AND STRIPING PLAN
PAVEMENT REHABILITATION PROJECT
ANTELOPE ROAD
APPROVED ROBERT T. HOENIG, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63986
EXP. DATE: 6-30-26
DATE: 08/08/25
PROJECT No. 23-478
DRAWING No.

LEGEND

TRAFFIC SIGNAL	(TS)
STRIPING DETAIL NO.	(XX)
THERMOPLASTIC PAVEMENT MARKING	[XX]
PROPOSED SIGN	R1-1
EXISTING SIGN	R1-1

EXISTING SIGN LEGEND

R1-1

GRAPHIC SCALE 1" = 40'

"AS BUILT"

The receipt of the As-Built Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.

Engineer of Work _____ Date _____

RCE _____ EXP. _____

Underground Service Alert — Call Toll Free 1-800-422-4133

BENCH MARK
DESCRIPTION
LOCATION

RECORDED
ELEVATION DATUM

APPROVED FOR SIGNATURE

JEFFREY L. HITCH, PE
CITY ENGINEER
R.C.E. 56904
EXP. DATE: 6/30/25

DATE 09/09/25

RICK

PREPARED BY:

DATE 08/08/25

BRIAN R. STEPHENSON R.C.E. No. 80471

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: AS NOTED

DATE | INITIAL | REVISION DESCRIPTION | SHT. NO. | BAR | INITIAL

CITY APPROVAL

SHEET 16 | CITY OF MURRIETA ENGINEERING DEPARTMENT | SHEETS 18

SIGNING AND STRIPING PLAN
PAVEMENT REHABILITATION PROJECT
ELM STREET

APPROVED AGENCY R. MORENO, INC. DIRECTOR OF PUBLIC WORKS/CITY ENGINEER — DATE: 09/09/25

R.C.E. No. 63866 EXP. DATE: 6-30-26

DRN BY: BR/AK
CHK'D BY: JH/BRS
P.I.N.O. No.: —

PROJECT NO. 23-418

DRAWING NO.

REVISION DATE: 04-JAN-2024

REIMBURSEMENT AGREEMENT
BETWEEN
CITY OF MURRIETA, CALIFORNIA
AND
FRONTIER COMMUNICATIONS
FOR
FRONTIER COMMUNICATIONS FACILITY ADJUSTMENTS FOR
LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET PAVEMENT
REHABILITATION PROJECT CIP 13047

THIS AGREEMENT is made and entered into as of_____, between the CITY OF MURRIETA, California, a municipal corporation, hereinafter referred to as "CITY," and FRONTIER COMMUNICATIONS, a (Utility Company), hereinafter referred to as "FRONTIER." In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish reimbursement to CITY by FRONTIER for the cost of adjusting FRONTIER facilities (manholes) as shown on the attached bid sheet which are made part of this Agreement as Attachment "A", in conjunction with the improvement plans entitled LOS ALAMOS ROAD, ANTELOPE ROAD, ELM STREET PAVEMENT REHABILITATION PROJECT, CIP 13047, hereinafter referred to as "PROJECT". Existing manholes owned by FRONTIER must be single adjusted or double adjusted to grade as part of the PROJECT. The quantity of the bid item for "Single Adjust Manhole (FRONTIER)" and "Double Adjust Manhole (FRONTIER)" is an estimated quantity. Should additional adjustments be deemed necessary by the CITY and FRONTIER during the course of construction, then FRONTIER shall be responsible for reimbursing the CITY for the additional adjustments not described on the bid sheet. The facilities to be adjusted are within the CITY's right-of-way. Pursuant to this Agreement, FRONTIER agrees to pay for the adjustments of the manhole facilities that are located in the CITY's right-of-way and are related to the PROJECT.

Section II. Bid Items. FRONTIER shall reimburse the CITY one hundred percent (100%) of the costs (hereinafter referred to as "REIMBURSEMENTS"), for the adjustments of certain FRONTIER facilities within the PROJECT area, as detailed in the table below. The costs for the REIMBURSEMENTS to CITY by FRONTIER shall include those facility items as shown on the attached Bid Sheet in Attachment "A", which is made a part of this Agreement. The estimated costs for the bid items on the Bid Sheet ("Bid Items") are provided below based on the engineer's estimate for the PROJECT. FRONTIER shall reimburse the City using the actual bid prices provided by the Bid Sheet plus the cost of any FRONTIER-approved change order(s). The estimated costs for the bid item on the Bid Sheet are provided below based on the engineer's estimate for the PROJECT.

TOTAL ESTIMATED PROJECT BID ITEMS FROM ATTACHMENT "A"

Item:	Item	Estimated Quantity	Estimated Unit Cost	Estimated Ext Amount
69	Double Adjust Manhole (GTE)	2 EA	$1,550.00	$3,100.00
70	Single Adjust Manhole (GTE)	4 EA	$950.00	$3,800.00
	Contingency (1 additional adjustment EA)	1 LS	$2,500.00	$2,500.00
	Total Estimated FRONTIER Reimbursements to City:			$9,400.00

Section III. Construction and Costs.

a. Bidding. Costs for the construction are based upon the construction bids that will be received for the PROJECT for the Bid Items referenced in Section II as shown on the Bid Sheet for the PROJECT. CITY will evaluate and analyze all bids received and select the lowest responsible bidder for the PROJECT (hereinafter referred to as "CONTRACTOR"). Per FRONTIER requirements, the CITY agrees that the bid package will require the CONTRACTOR who will perform work on the sewer items shall have either an "A" or "C10" Contractor's License.

b. FRONTIER Right to Perform. To provide FRONTIER the option to perform the work identified at Section II as work that is FRONTIER's responsibility, the CITY's construction bid package shall identify FRONTIER's Bid Items as Additive Bid Items. Upon receipt of the bids and determination of the lowest responsive and responsible bidder for the PROJECT, the CITY shall notify FRONTIER of its identified portion of the construction costs for the Bid Items. At that time, FRONTIER may elect to perform/construct the Bid Items itself to the same specifications as described in the bid specifications. If FRONTIER elects to perform the Bid Items, FRONTIER shall bear all costs associated with that work and the CITY shall not include said Bid Items in the contract with the CONTRACTOR. FRONTIER shall be given a "construction window" inside the PROJECT traffic control to complete the manhole adjustments. Moreover, FRONTIER shall bear all costs associated with the manhole adjustments, included but not limited to, delay to the CITY'S CONTRACTOR or utility coordination efforts needed as a result of having multiple contractors on site. FRONTIER shall provide written notice to the City Engineer of its determination to perform the Bid Items within fourteen (14) calendar days from the date of receipt of the CITY's identification of its lowest responsive and responsible bidder or FRONTIER waives any right to construct the Bid Items.

c. Payment. FRONTIER shall maintain a contingency amount equal to fifteen percent (15%) of the total estimated costs of the adjustment of the sewer facilities to account for unforeseen changes to the PROJECT. The CITY shall obtain written approval from FRONTIER prior to the approval of any change orders associated with the adjustments of the facilities FRONTIER is financially responsible for and authorize the CONTRACTOR to proceed unless failure to act immediately may affect public safety. The cost of any delay in the work due to the delayed action of FRONTIER in connection with PROJECT construction shall be borne by FRONTIER. FRONTIER shall respond to any PROJECT change orders within fourteen (14) calendar days.

CITY shall make payment to CONTRACTOR for all work performed. Actual costs shall be identified and billed to FRONTIER for payment on the following basis:

The CITY shall invoice FRONTIER using progress payments or upon completion of the PROJECT, at the discretion of the CITY, for all Bid Items that are the financial responsibility of FRONTIER. FRONTIER shall remit payment to the city within thirty (30) days of receipt of the approved invoice.

Section IV. Plans, Permits and Contacts.

a. Plans and Specifications. FRONTIER acknowledges that it has reviewed and approved all plans and specifications for the adjustments of the sewer facilities as shown on the attached plans and the estimated bid amounts are reasonable.

b. CEQA. The CITY shall be responsible for obtaining any and all environmental permits and approvals as may be necessary for the PROJECT including, but not limited to,

compliance with requirements imposed under the California Environmental Quality Act ("CEQA") as may be applicable.

c. Agreement Management. Management and administration of the terms expressed herein shall be performed by CITY for the PROJECT. CITY designates **Mr. Jeff Hitch, City Engineer**, as the contact for CITY in regard to this Agreement. FRONTIER designates **(Danielle Samaniego, Frontier Engineer),** as the contact for FRONTIER to facilitate the REIMBURSEMENTS identified herein.

Section V. Inspection. FRONTIER shall be responsible to inspect the construction of all FRONTIER facilities, as shown on Attachment "A" and described in Section II of this Agreement, and the performance of the involved work by CITY's CONTRACTOR for compliance with the approved construction plans and specifications and/or for FRONTIER's own work if such work has been undertaken by FRONTIER pursuant to Section III(b). FRONTIER's inspection personnel shall have the authority to enforce FRONTIER's construction plans and specifications for the PROJECT, which authority shall include the authority to require that any and all unacceptable materials, workmanship, and/or installation be replaced, repaired, or corrected by CITY's CONTRACTOR without cost to FRONTIER.

If FRONTIER undertakes the performance of the PROJECT's Bid items shown in Section II under Total Estimated Project Bid Items From Attachment "A," and if, through the failure of FRONTIER to provide access and control of the construction site within the time allotted by the Project Specifications, the CITY's CONTRACTOR sustains loss which could not have been avoided by the judicious handling of forces and/or equipment, FRONTIER shall be liable for that part of the CITY's CONTRACTOR's actual loss, that was unavoidable in accordance with State of California, Department of Transportation Standard Specifications section 8-1.09, RIGHT-OF-WAY DELAYS.

Section VI. Insurance and Indemnity. For the period during which CITY or its CONTRACTOR(s) controls the job site, CITY will provide, or cause to be provided, for the entire period of construction, a policy of workers' compensation insurance and comprehensive general liability insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of $2,000,000 covering FRONTIER's officers, employees, and agents as additional insureds.

If FRONTIER undertakes to perform the PROJECT's Bid Items shown in Section II under Total Estimated Project Bid Items from Attachment "A" pursuant to Section III(b), FRONTIER, prior to commencement of the work and for the period during which FRONTIER operates at the job site, will provide, or cause to be provided, for the entire period of construction, a policy of workers' compensation insurance and comprehensive general liability insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of $1,000,000 per occurrence with a $5,000,000 aggregate covering the CITY's officials, officers, employees, and agents as additional insureds.

FRONTIER and the CITY each hereby agree to indemnify, defend, and hold harmless the other party and their respective directors, officials, officers, employees and agents from and against any claims, actions, damages and liabilities arising out of or in any manner connected with any act or omission of such indemnifying party, performed in connection with such party's duties and obligations hereunder. This Clause shall survive the termination of this agreement.

Section VII. Notices. All notices under this Agreement shall be sent as follows:

FRONTIER: Frontier Communications
1307 E Citrus Ave,
Redlands CA 92374
Attn: Danielle
Samaniego

CITY: City of Murrieta
1 Town Square
Murrieta, CA 92562
Attn: Jeff Hitch, City Engineer

Either party may change its address for notices by notifying the other party. All notices given at the most recent address specified shall be deemed to have been properly given.

Section VIII. Amendment. This Agreement may only be amended in writing upon the mutual written consent of both parties.

Section IX. Laws, Venue and Attorney's Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state of federal court situated in the County of Riverside, State of California. In the event of any such litigation between the Parties, the prevailing Party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

Section X. Interpretation and Headings. This Agreement shall not to be construed against the Party preparing it but shall be construed as if both Parties prepared it. Headings to paragraph/subparagraphs of this Agreement are for convenience purposes only and are not part of this Agreement.

Section XI. Provisions Binding. This Agreement and the Exhibits attached hereto are binding on the heirs, representatives, successors, and assigns of the Parties of this Agreement.

Section XIII. Authority to Sign Agreement. The undersigned individuals hereby warrant and represent that they each have full legal authority to sign this Agreement and bind the

Parties hereto.

This Agreement is effective as of the date set forth above.

FRONTIER:

FRONTIER COMMUNICATIONS

By: Jeffrey Melton
(Jeff Melton, Engineer)

APPROVED AS TO FORM:

Danielle Samaniego
(Danielle Samaniego, Engineer)

CITY:

CITY OF MURRIETA

By: _____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany Israel, City Attorney

Attachment “A”

City of Murrieta Bid Sheet and Street Rehabilitation Plans for Los Alamos Road, Antelope Road, and Elm Street; CIP 13047

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.*****

LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET
PAVEMENT REHABILITATION:
CIP NO. 13047, CITY PROJECT NO. 23-478

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
1	Mobilization	1	LS	UNIT PRICES and TOTAL ITEM PRICES shall be submitted online at PlanetBids.com	
2	Traffic Control System	1	LS		
3	Water Pollution Control	1	LS		
4	Construction Surveying and Staking	1	LS		
5	Changeable Message Signs	5	EA		
6	Encroachment Permits	1	LS		
7	Project Information Sign	3	EA		
8	Furnish/Install Survey Monument per COM std. no. 617B AND 617C	2	EA		
9	Adjust Existing Survey Monument to Grade	1	EA		
10	Double Adjust Storm Drain Manhole	5	EA		
11	Concrete Removal (Curb Ramp, Cross Gutter, Spandrel, Curb/Gutter, Sidewalk)	5,997	SF		
12	Construct Concrete Cross Gutters, Spandrel, Curb, and Gutter per City Std. 311, 312 & 318	2,385	SF		
13	Construct Concrete Access Ramps, City Std. 321	3,077	SF		
14	Construct Concrete Sidewalks, City Std. 320	436	SF		
15	Remove and Dispose of Asphalt Concrete Pavement (average depth 5.3" Digouts on Antelope Rd.)	9,220	SF		
16	Remove and Dispose of Asphalt Concrete Pavement (average depth 5.75" Digouts on Los Alamos Rd.)	38,924	SF		
17	Remove and Dispose of Aggregate Base and Subgrade Prep (7" depth Base Digout on Elm St.)	4,110	SF		
18	Cold Milling Asphalt Concrete Pavement Full Width at 2.375" Depth (Antelope Rd)	24,139	SY		
19	Cold Milling Asphalt Concrete Pavement Full Width at 4" Depth For Use in CCPR (Elm St)	13,295	SY		
20	Cold Milling Asphalt Concrete Pavement Full Width at 2.25" Depth (Los Alamos Rd)	17,425	SY		
21	Cold Milling Asphalt Concrete Pavement 6' Header Grind at 2" Depth (Los Alamos Rd)	6,239	SY		
22	Remove Existing AC Dike (Ranges from 2" to 6")	3,462	LF		
23	Aggregate Base for Base Digout on Elm St.	94	CY		
24	Install Geotextile Reinforcement (Tensar Triax Geogrid Type 2 or Approved Equal)	870	SY		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
25	ARHM Overlay 2" (Los Alamos Rd, Antelope Rd, Elm St)	8,559	TON		
26	ARHM Overlay 2.25" (Los Alamos Rd)	1,456	TON		
27	Install 3/8" ARAM (Antelope Rd)	24,139	SY		
28	CCPR AC Pavement 4" (Elm St)	2,619	TON		
29	CCPR Mix Design, Sampling, and Testing	1	LS		
30	Emulsified Recycling Agent (For use in CCPR)	91	TON		
31	Cement (For Use in CCPR)	26	TON		
32	Asphalt Concrete Pavement for Removal and Replacement of AC (Digouts)	1,636	TON		
33	Construct 6" AC Dike per City STD. 315	3,462	LF		
34	Furnish/Install Detector Loop	153	EA		
35	Furnish and install #5 pullbox, connect DLC for traffic loops	11	EA		
36	Furnish and install 2" conduit under sidewalk panels or as shown . Connection Type as Shown	168	LF		
37	Furnish and install 2" conduit under sidewalk panels (jack & bore). Connection Type as Shown	80	LF		
38	Furnish and install DLC. Connect loops to existing traffic cabinet	3,337	LF		
39	Wet Sandblast/Remove Existing Pavement Markings on bridge deck	1,505	LF		
40	Pavement Striping Detail 12	11,554	LF		
41	Pavement Striping Detail 22	4,266	LF		
42	Pavement Striping Detail 25	2,218	LF		
43	Pavement Striping Detail 27B	5,446	LF		
44	Pavement Striping Detail 29	9,324	LF		
45	Pavement Striping Detail 32	862	LF		
46	Pavement Striping Detail 37B	688	LF		
47	Pavement Striping Detail 38	5,506	LF		
48	Pavement Striping Detail 39	8,680	LF		
49	Pavement Striping Detail 39A	2,420	LF		
50	Thermoplastic Striping Detail 40	512	LF		
51	Pavement Striping 6" Solid White Lane Line	1,950	LF		
52	Pavement Striping 12" Solid White Diagonals	418	LF		
53	Paint Pavement Striping 6" Solid White Line (Diagonals for bike lane buffer)	543	LF		
54	Painted Bike Lane Symbol with Person Pavement Marking and Bike Lane Arrow	456	SF		
55	Thermoplastic Pavement Marking "SIGNAL" and "AHEAD"	400	SF		
56	Thermoplastic Pavement Marking "KEEP" and "CLEAR"	400	SF		
57	Thermoplastic Pavement Marking "STOP"	50	SF		
58	Thermoplastic Pavement Marking (Type IV Arrow)	1,742	SF		
59	Thermoplastic Pavement Marking (Type VII Arrow)	30	SF		
60	Thermoplastic Pavement Marking (Type VI Arrow)	72	SF		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
61	Thermoplastic Pavement Marking (Type I Arrow)	48	SF		
62	Thermoplastic Pavement Marking (12" White)	2,493	SF		
63	Thermoplastic Pavement Marking (12" Yellow)	184	SF		
64	Install Sign Type R3-7®	1	EA		
65	Install Sign Type R7-9(MOD)	4	EA		
66	Install Type Q (CA) Object Markers with White Retroreflective Sheeting	56	EA		
67	8" Yellow Raised Pavement Markers @2.5' spacing	180	LF		
68	Paint Median Nose Yellow	120	SF		

TOTAL BASE BID: $_____

TOTAL AMOUNT OF BASE BID (WORDS): _____

ADDITIVE BID ITEMS:

69	Double Adjust Manhole (EMWD)	10	EA		
70	Single Adjust Manhole (EMWD)	9	EA		
71	Double Adjust Manhole (GTE)	2	EA		
72	Single Adjust Manhole (GTE)	4	EA		
73	Double Adjust Manhole (SCE)	3	EA		

TOTAL ADDITIVE BID: $_____

TOTAL AMOUNT OF ADDITIVE BID (WORDS): _____

SUM OF THE TOTAL BASE BID ITEMS AND ADDITIVE BID ITEMS:
$_____

SUM OF THE TOTAL BASE BID ITEMS AND ADDITIVE BID ITEMS (WORDS):

Basis of the bid shall be based upon the sum of the Total Base Bid Items and all 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.

PERMIT NUMBER 08-25-N-MC-0505
CO RIV RTE 215 PM 10.6
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE

CITY OF MURRIETA
PAVEMENT REHABILITATION IMPROVEMENT PLANS
FOR
LOS ALAMOS ROAD, ANTELOPE ROAD, AND ELM STREET

CIP NO. 13047, CITY PROJECT NO. 23-478

SIGNING AND STRIPING GENERAL NOTES:

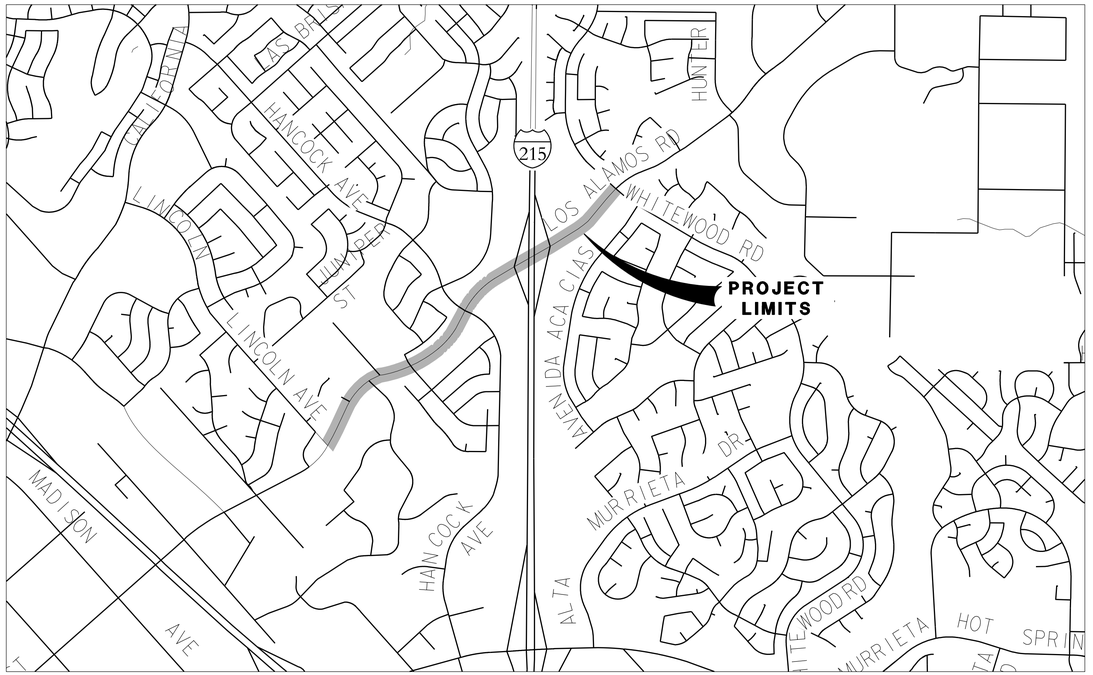
1. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEASURES FOR THE PROTECTION OF ALL EXISTING IMPROVEMENTS AND UTILITIES, WHETHER OR NOT SHOWN ON THESE PLANS. ANY RESULTING DAMAGE DURING THE PERFORMANCE OF THE WORK SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE GOVERNING AGENCY AT THE CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COST OF ALL EXISTING UITILITIES. PERMITTEE MUST INFORM THE CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. PHONE: (951) 453-0047, MIKE BURRIS.
3. TRAFFIC STRIPES, PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS PER CALTRANS STANDARD PLANS AND SPECIFICATIONS, 2018 EDITION.
4. ALL STRIPES AND PAVEMENT MARKINGS SHALL BE REFLECTORIZED. ALL SIGNS SHALL BE HIGH INTENSITY PRISMATIC REFLECTORIZED. STENCILS FOR PAVEMENT MARKINGS SHALL MATCH STANDARD STENCILS EXACTLY. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS.
5. ALL CONFLICTING STRIPES AND PAVEMENT MARKINGS SHALL BE REMOVED BY WET SANDBLASTING. CONFLICTING SIGNS AND RAISED PAVEMENT MARKERS SHALL BE REMOVED. ALL REMOVALS OF SIGNS AND MARKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. PAINTED TRAFFIC STRIPES AND PAINTED PAVEMENT MARKINGS (IF ALLOWED) SHALL BE APPLIED IN TWO COATS. SECOND COAT SHALL NOT BE APPLIED SOONER THAN 7 DAYS FROM FIRST COAT. PAVEMENT MARKINGS SHALL BE APPLIED IN THERMOPLASTIC FORMAT UNLESS APPROVED OTHERWISE. REPAINT 300' IN EACH DIRECTION OF THE INTERSECTION. CAT TRACK APPROVAL PRIOR TO STRIPING.
7. ALL REMOVED SIGNS SHALL BE SALVAGED AND DELIVERED TO THE CITY YARD AS DIRECTED BY THE CITY INSPECTOR.
8. RAISED PAVEMENT MARKERS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE STRIPING DETAILS SHOWN ON THE SIGNING AND STRIPING PLAN. INSTALLATION SHALL BE COMPLETE WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. RAISED PAVEMENT MARKERS ARE TO BE INSTALLED ON ROADWAYS WITH ARTERIAL CLASSIFICATIONS OR HIGHER, OR AS DETERMINED BY THE CITY ENGINEER.
9. STREET NAME SIGNS SHALL CONFORM TO CITY STANDARD NO. 601 AND 601A.
10. BLUE RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE PLACED TO MARK FIRE HYDRANT AND/OR WATER SUPPLY LOCATIONS AT THE DIRECTION OF THE CITY INSPECTOR FOLLOWING FINAL SEALANT AND STRIPING.
11. WORK MAY NOT START UNTIL PERMITS HAVE BEEN OBTAINED.
12. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS WITH UNDERGROUND SERVICE ALERT AT (800) 227-2600 AT LEAST TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION.
13. EQUIPMENT AND MATERIALS SHALL BE STORED IN A NEAT AND PROTECTED MANNER. STORAGE LOCATION WILL BE APPROVED BY CITY INSPECTOR.
14. THE CONTRACTOR WILL CONDUCT HIS OPERATIONS AS TO OFFER THE LEAST POSSIBLE OBSTRUCTION AND INCONVENIENCE TO PUBLIC TRAFFIC, AND SHALL HAVE UNDER CONSTRUCTION NO GREATER LENGTH OR AMOUNT OF WORK THAN CAN BE EXECUTED PROPERLY. ON EXISTING ROADS, TRAFFIC SHALL BE PERMITTED TO PASS THROUGH THE WORK AREA WITH AS LITTLE INCONVENIENCE AND DELAY AS POSSIBLE. RESTRICTED HOURS MAY BE REQUIRED.
15. EXISTING TRAFFIC SIGNALS AND LIGHTING SYSTEMS SHALL BE KEPT IN OPERATION FOR THE BENEFIT OF THE TRAVELING PUBLIC, AND TO MINIMIZE ANY INTERFERENCE WITH ROUTINE MAINTENANCE OF EXISTING SYSTEMS DURING WORK PROGRESS.
16. WHENEVER THE CONTRACTOR'S OPERATION CREATES A HAZARDOUS CONDITION TO TRAFFIC OR TO THE PUBLIC, CONTRACTOR SHALL FURNISH AT THEIR OWN EXPENSE, SUCH FLAGMEN AND GUARDS AS ARE NECESSARY TO GIVE ADEQUATE WARNING TO THE PUBLIC OF ANY DANGEROUS CONDITIONS. THE CONTRACTOR SHALL ALSO FURNISH, ERECT AND MAINTAIN SUCH FENCES, BARRICADES, LIGHTS, SIGNS, AND OTHER DEVICES NECESSARY TO PREVENT ACCIDENTS AND INJURY TO THE PUBLIC.
17. WHERE SURVEY MONUMENTS EXIST, SUCH MONUMENTS SHALL BE PROTECTED OR SHALL BE REFERENCED AND RESET, PURSUANT TO BUSINESS AND PROFESSIONS CODE, SECTIONS 8700 TO 8805 (LAND SURVEYOR'S ACT).
18. ALL EXISTING STREET SIGNS, ROADSIDE MARKERS, ETC. SHALL BE PROTECTED AND/OR REPLACED IN KIND TO THE CURRENT CITY STANDARD PLANS AND CURRENT CALIFORNIA MUTCD, AT NO COST TO THE CITY.
19. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITY LINES, INCLUDING ANY OTHER LINES NOT SHOWN ON THESE PLANS OR NOT OF RECORD.
20. IT SHALL BE THE RESPONSIBILTY OF THE CONTRACTOR TO APPLY TO THE CITY OF MURRIETA ENGINEERING DEPARTMENT, FOR AN ENCROACHMENT PERMIT FOR ALL WORK ON EXISTING CITY MAINTAINED ROADS AND FOR UTILITY WORK WITHIN OFFERS OF DEDICATION FOR PUBLIC USE.
21. ANY SERVICE SHUT DOWN SHALL BE DONE AT NIGHT. PRIOR TO ANY SHUT DOWN, THE CONTRACTOR SHALL NOTIFY THE DIRECTOR, ENGINEER, CUSTOMER, FIRE DEPARTMENT, SERVICING WATER DISTRICT, AND ALL OTHERS AFFECTED BY THE SHUT DOWN A MINIMUM OF TWO (2) WEEKS IN ADVANCE.

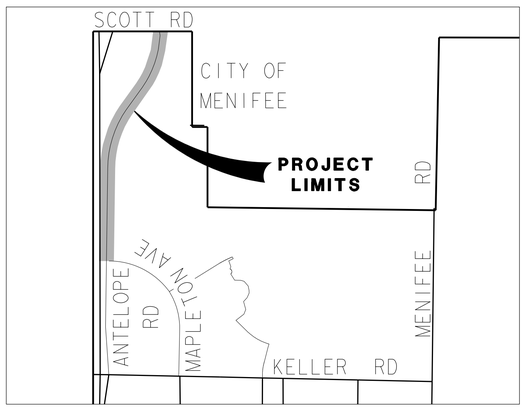
LOCATION OF UTILITIES

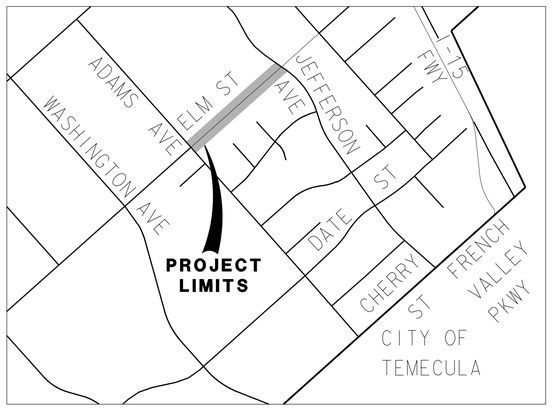
The existence and approximate location of any underground utilities or structures shown on these plans are obtained by a search of available records. To the best of our knowledge, there are no existing utilities or structures except as shown on these plans. The engineer assumes no liability as to the exact location of said lines nor for utilities or irrigation lines whose locations are not shown. The contractor shall be responsible for notifying all utility and irrigation companies prior to work excavation.

NOTICE TO CONTRACTORS

All contractors and subcontractors performing work shown or related to these plans shall conduct their operations so that employees are provided a safe place to work and the public is protected. All contractors and subcontractors shall comply with the "Occupational Safety and Health Regulations" of the U.S. Department of Labor, and with the State of California Department of Industrial Relations' "Construction Safety Orders." The civil engineer shall not be responsible in any way for the contractor's or subcontractor's compliance with said regulations and orders. Contractor further agrees that he shall assume sole complete responsibility for the job site condition during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours.







SIGNING AND STRIPING GENERAL NOTES CONTINUED:

22. ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
23. CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL IN ACCORDANCE WITH CALTRANS STANDARD PLANS T10 THROUGH T17, LATEST EDITION, AND THE 2014 CALIFORNIA MUTCD AND/OR THE LATEST EDITION OF THE WATCHBOOK MANUAL. IF REQUIRED BY THE ENGINEER, CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY CITY ENGINEER OR HIS REPRESENTATIVE PRIOR TO START OF WORK.
24. ALL MEDIAN NOSES SHALL BE PAINTED YELLOW.

NOTE:

WATER AND GAS VALVE CANS AND MANHOLE COVERS SHOWN ARE PER UTILITY FACILITY MAPS. NOT ALL CANS AND COVERS MAY BE SHOWN. CONTRACTOR SHALL LOCATE AND TIE OUT ALL CANS AND COVERS PRIOR TO ANY REHABILITATION WORK. WATER AND GAS VALVE CANS SHALL BE ADJUSTED TO GRADE AFTER WORK IS COMPLETED. SHOULD A WATER OR GAS CAN BE IN POOR CONDITION, CONTRACTOR TO COORDINATE WITH RESPECTIVE UTILITY COMPANY AND INSTALL NEW VALVE CAN PROVIDED BY UTILITY. STORM DRAIN MANHOLES SHALL BE ADJUSTED TO GRADE.

NOTE:

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ENCROACHMENT PERMITS FROM THE FOLLOWING JURISDICTIONS/AGENCIES:
- CITY OF MURRIETA
- CITY OF MENIFEE (ANTELOPE RD.)
- CALTRANS DOUBLE PERMIT (LOS ALAMOS RD.)

INDEX TO SHEETS

SHEET NO	DESCRIPTION
1	TITLE SHEET
2 - 3	DETAIL SHEET
4 - 6	PAVING PLANS LOS ALAMOS ROAD
7 - 8	PAVING PLANS ANTELOPE ROAD
9	PAVING PLANS ELM STREET
10 - 12	SIGNING AND STRIPING PLANS LOS ALAMOS ROAD
13 - 14	SIGNING AND STRIPING PLANS ANTELOPE ROAD
15	SIGNING AND STRIPING PLANS ELM STREET

"DECLARATION OF RESPONSIBLE CHARGE"

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATION BY THE CITY OF MURRIETA IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

CITY OF MURRIETA
1 TOWN SQUARE
MURRIETA, CA 92562
PHONE NO.: (951) 461-6076

JEFFREY J. HITCH
R.C.E NO. 58994

07-01-25
DATE

"AS BUILT"
The receipt of As-Built Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.

Engineer of work: _____ Date: _____

RCE _____ EXP. _____

SHEET REVISED PER CALTRANS PERMIT COMMENTS 7/1/25

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TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK
DESCRIPTION:
LOCATION:
RECORDED:
ELEVATION: DATUM:

APPROVED FOR SIGNATURE
JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
07-01-25
DATE

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL

ENGINEER OF WORK — CITY APPROVAL

SHEET 1 — CITY OF MURRIETA, ENGINEERING DEPARTMENT — SHEETS 15

TITLE SHEET
PAVEMENT REHABILITATION PROJECT

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63056 EXP. DATE: 6-30-26 DATE: 07-01-25

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK: _____
PROJECT No. 23-478
DRAWING No.

REVISION DATE: 01-JUL-2025

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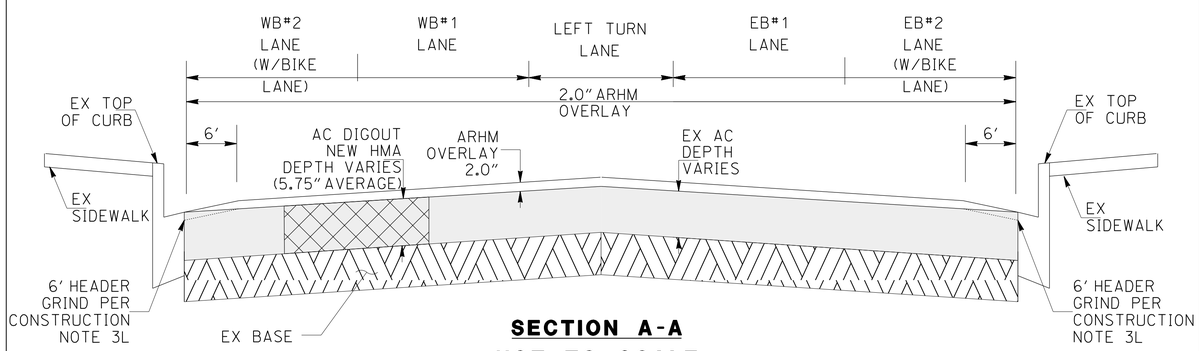
PERMIT NUMBER 08-25-N-MC-0505
CO RIV RTE 215 PM 10.6
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE



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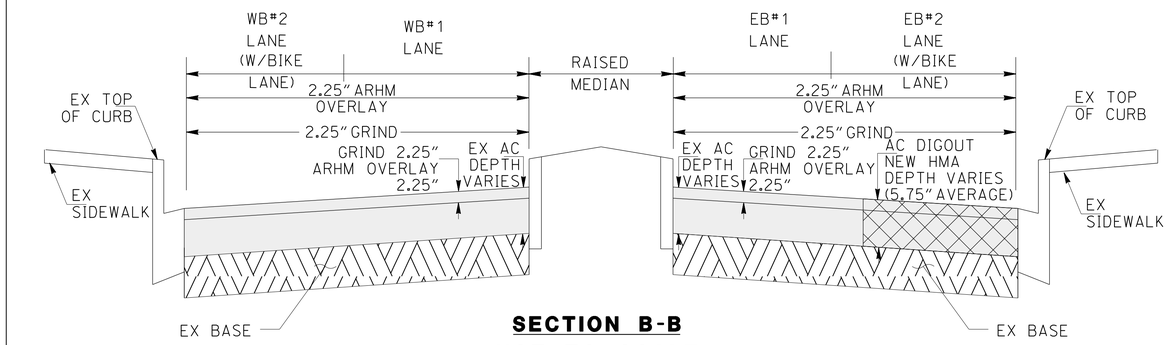

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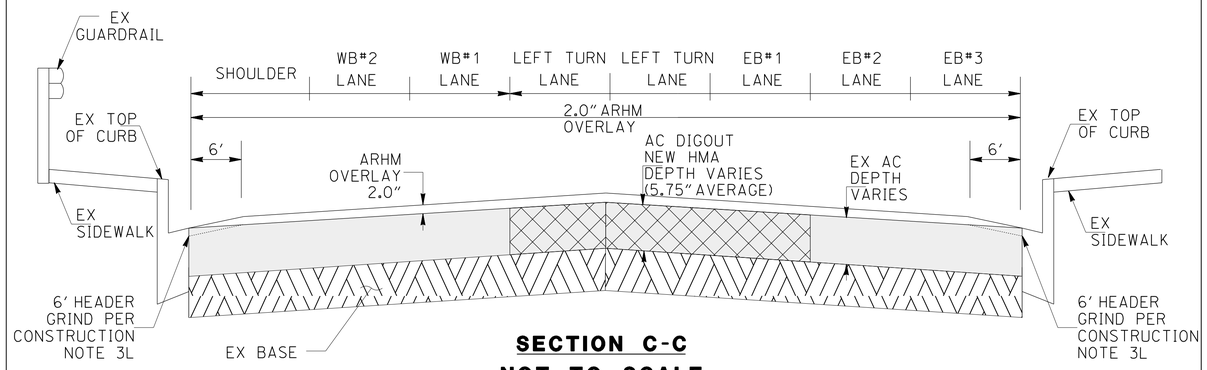
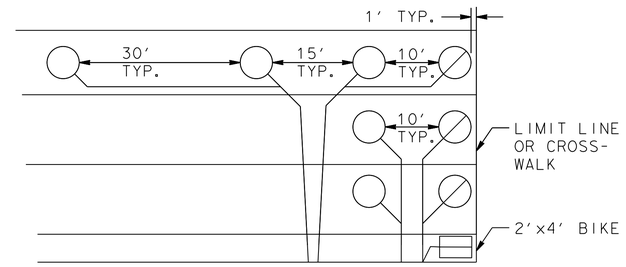
NOT TO SCALE



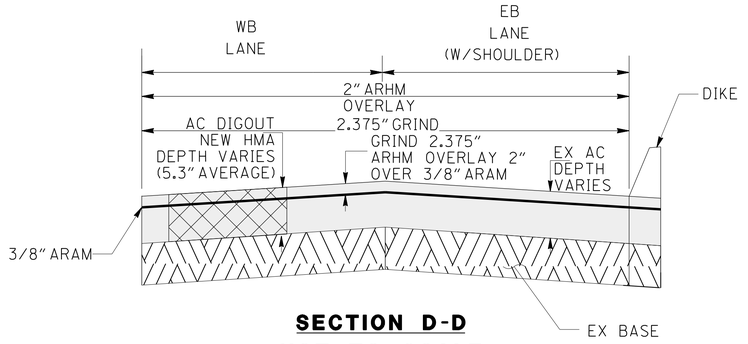
SECTION C-C
NOT TO SCALE

DETAIL A
LOS ALAMOS ROAD



DETAIL B
LOOP DETECTOR PLACEMENT
NOT TO SCALE

DETAIL C
MODIFIED TYPE E LOOP DETECTOR SAWCUT



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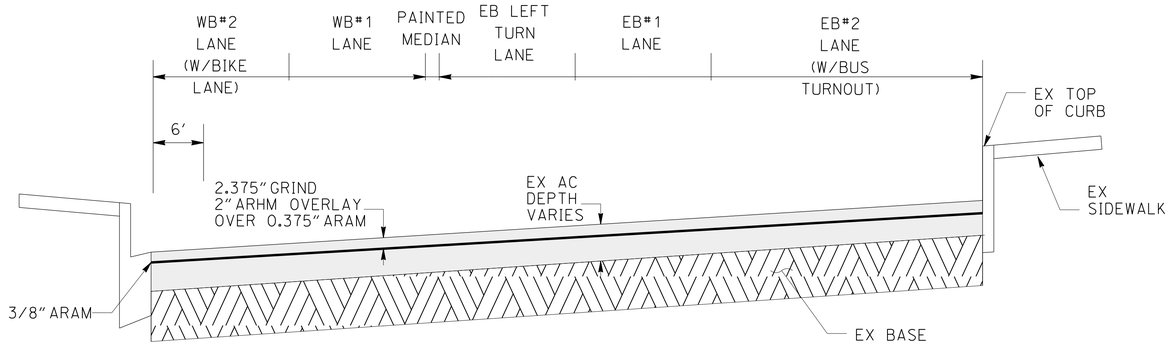

SECTION E-E
NOT TO SCALE

DETAIL A
ANTELOPE ROAD

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The receipt of As-Built Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.

Engineer of work: _____ Date: _____

RCE _____ EXP. _____

SHEET REVISED PER CALTRANS PERMIT COMMENTS 7/1/25

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APPROVED FOR SIGNATURE
JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
07-01-25
DATE

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL
ENGINEER OF WORK				CITY APPROVAL	

SHEET 2 | CITY OF MURRIETA ENGINEERING DEPARTMENT | SHEETS 15

DETAIL SHEET
PAVEMENT REHABILITATION PROJECT

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63056 EXP. DATE: 6-30-26 DATE: 07-01-25

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK: _____

PROJECT No. 23-478

DRAWING No.

REVISION DATE: 01-JUL-2025

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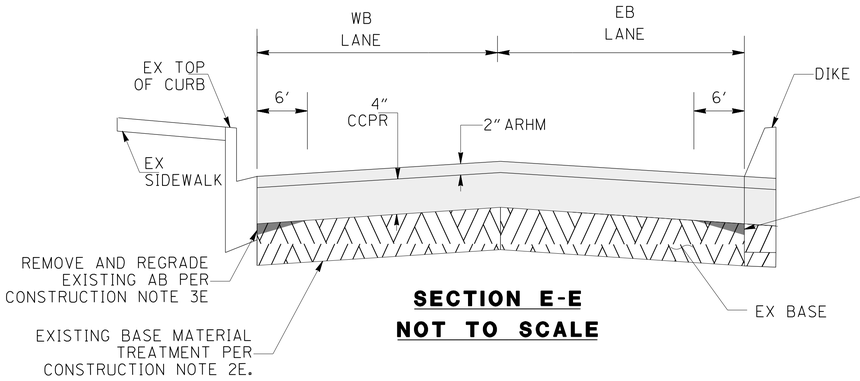

SECTION E-E
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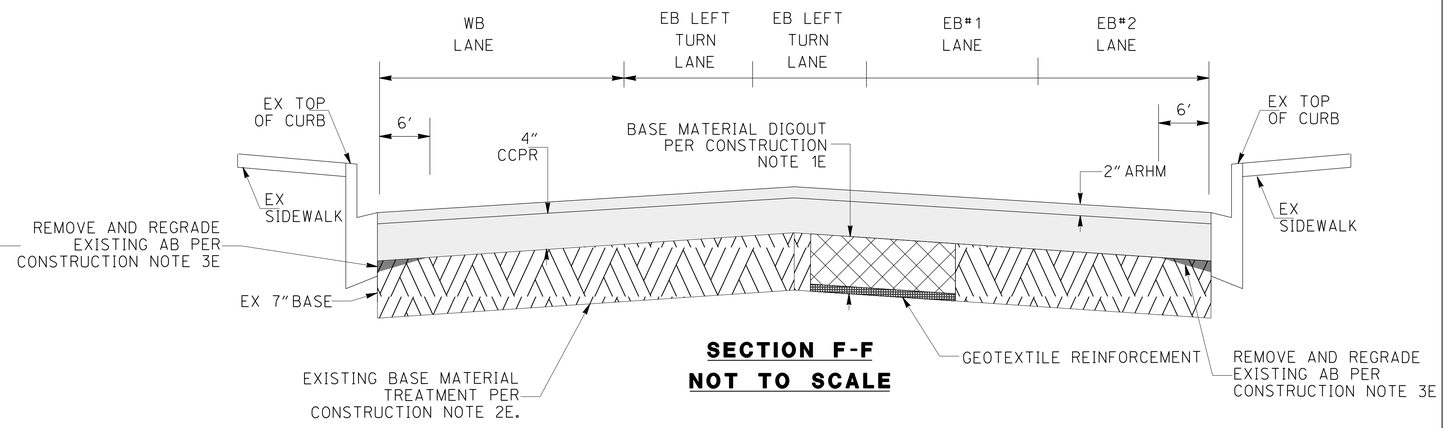

SECTION F-F
NOT TO SCALE

DETAIL A
ELM STREET

CONSTRUCTION NOTES:

(1A) REMOVE AND REPLACE EXISTING AC DOWN TO AGGREGATE BASE. FULL DEPTH AC REMOVAL (AVERAGE 5.3") ON ANTELOPE ROAD. MOISTURE CONDITION AND RECOMPACT AB TO 95%. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION. BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6", MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%. IF SATURATED OR YIELDING SUBGRADE MATERIALS ARE ENCOUNTERED DURING DIG OUT REMOVALS, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR FOR DETERMINATION IN USING A GEOGRID REINFORCMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT) TO BRIDGE ANY SATURATED OR YIELDING SUBGRADE MATERIALS IN LIEU OF ADDITIONAL REMEDIAL REMOVAL. GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 6 "OF NEW BASE (BASE PER CITY OF MURRIETA STANDARDS). NOTE: AC THICKNESS VARIES BETWEEN 4" AND 7" PER PAVEMENT EVALUATION REPORT.

(1E) REMOVE TOP 7" OF AB AND INSTALL GEOGRID REINFORCMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT). GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 7"OF NEW BASE. MOISTURE CONDITION AND RECOMPACT AB TO 95% PRIOR TO PLACEMENT OF GEOGRID. SHOULD COMPACTION
TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6", MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%.

(1L) REMOVE AND REPLACE EXISTING AC DOWN TO AGGREGATE BASE, FULL DEPTH AC REMOVAL (APPROXIMATELY 5.75") ON LOS ALAMOS ROAD. MOISTURE CONDITION AND RECOMPACT AB TO 95%. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6", MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%. IF SATURATED OR YIELDING SUBGRADE MATERIALS ARE ENCOUNTERED DURING DIG OUT REMOVALS, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR FOR DETERMINATION IN USING A GEOGRID REINFORCMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT) TO BRIDGE ANY SATURATED OR YIELDING SUBGRADE MATERIALS IN LIEU OF ADDITIONAL REMEDIAL REMOVAL. GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 6 "OF NEW BASE (BASE PER CITY OF MURRIETA STANDARDS)
NOTE: AC THICKNESS VARIES BETWEEN 4.25" AND 7.5" PER PAVEMENT EVALUATION REPORT.

(2A) 2" ARHM OVERLAY OVER 3/8" ARAM MIDLAYER.

(2E) INSTALL 2" ARHM OVER 4" CCPR. EXISTING AB SHALL BE MOISTURE CONDITIONED AND RECOMPACTED TO 95% PRIOR TO PLACEMENT OF NEW CCPR AND ARHM.

(2L) 2"ARHM OVERLAY FROM LINCOLN AVE. TO HANCOCK AVE.
2.25"ARHM OVERLAY FROM HANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE.
2"ARHM OVERLAY FROM EASTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE TO WHITEWOOD ROAD.

(3A) COLD PLANE FULL WIDTH ROADWAY AT 2.375"DEPTH. SIGNIFICANT LONGITUDINAL AND TRANSVERSE CRACKS OR HOLES 1/4"OR LARGER SHALL BE CLEANED, REPAIRED, AND FILLED. FILL MATERIAL SHALL BE APPROVED BY CITY PER THE SPECIFICATIONS. EXISTING CRACKS SMALLER THAN 1/4"SHALL BE CLEANED OF VEGETATION ONLY.

(3E) COLD PLANE EXISTING AC FULL WIDTH AND DEPTH (APPROXIMATELY 4"DEPTH PER PAVEMENT EVALUATION REPORT) DOWN TO AB.
REMOVE AND REGRADE EXISTING AB 6' FROM LIP OF GUTTER OR AC DIKE AT 2"DEPTH PRIOR TO PLACEMENT OF CCPR.

(3L) COLD PLANE 6' FROM LIP OF GUTTER AT 2"DEPTH (HEADER GRIND) FROM LINCOLN AVE. TO HANCOCK AVE.
COLD PLANE FULL WIDTH ROADWAY AT 2.25"FROM HANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE.
COLD PLABE 6' FROM LIP OF GUTTER AT 2"DEPTH (HEADER GRIND) FROM EASTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE TO WHITEWOOD ROAD.
CONTRACTOR SHALL GRIND THROUGH AND REMOVE EXISTING PAVEMENT FABRIC IF ENCOUNTERED.
SIGNIFICANT LONGITUDINAL AND TRANSVERSE CRACKS OR HOLES 1/4"OR LARGER SHALL BE CLEANED, REPAIRED, AND FILLED. FILL MATERIAL SHALL BE APPROVED BY CITY PER THE SPECIFICATIONS. EXISTING CRACKS SMALLER THAN 1/4"SHALL BE CLEANED OF VEGETATION ONLY.

(4) ADJUST WATER OR GAS VALVE CAN TO GRADE AS NEEDED.

(5) DOUBLE ADJUST EXISTING SEWER MANHOLE/DRY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER EMWD STD DWG SB-53 & SB-61

(6) REPLACE LOOP DETECTORS PER DETAILS B AND C ON SHEET 2.

(7) LOCATE AND TIE OUT EXISTING NAIL/MARKER. INSTALL NEW STREET CENTERLINE INTERSECTION MONUMENT PER COM. STD. NO 617B AND 617C.

(8) DOUBLE ADJUST EXISTING STORM DRAIN MANHOLE TO GRADE.

(9) PROTECT IN PLACE.

(10) PRIOR TO INSTALLATION OF LOOPS, CONTRACTOR TO COORDINATE WITH CITY INSPECTOR FOR LAYOUT/PLACEMENT OF LOOPS.

(11) FURNISH AND INSTALL #5 PULLBOX, CONDUIT AND LOOP STUB-OUT, NEW SIDEWALK PANEL, AND LOOP WIRING AS SHOWN. REMOVE EXISTING DLC, AND FURNISH AND INSTALL NEW DLC, AS SHOWN, FROM ADVANCE LOOPS TO CONTROLLER CABINET. WHERE ADVANCE LOOP DISTANCE IS BEING REDUCED, PULL BACK EXCESS DLC WIRE TO LOCATION OF NEW PULL BOX. RESTORE ANY CONCRETE/SIDEWALK PANELS IN KIND.

(11A) FURNISH AND INSTALL #5 PULLBOX, CONDUIT AND LOOP STUB-IN, NEW SIDEWALK PANEL, AND LOOP WIRING AS SHOWN. REMOVE EXISTING DLC, AND FURNISH AND INSTALL NEW DLC, AS SHOWN, FROM ADVANCE LOOPS TO CONTROLLER CABINET. RESTORE ANY CONCRETE/SIDEWALK PANELS IN KIND. CONDUIT TO BE INSTALLED VIA JACK AND BORE

CONSTRUCTION NOTES (CONTINUED):

(12L) COLD PLANE FULL WIDTH 100' AT 2"(0.167') DEPTH (OR AS SHOWN) FROM PROJECT LIMITS TO ALLOW FOR PROPER TRANSITION/TAPER OF NEW A.C. TO EXISTING.

(13) SINGLE ADJUST EXISTING SEWER MANHOLE/DRY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER EMWD STD DWG SB-53 & SB-61

(14) SINGLE ADJUST EXISTING SURVEY MONUMENT CENTERLINE MONUMNET FRAME AND COVER TO GRADE PER COM. STD. 617B.

(15) REMOVE AND REPLACE EXISTING ACCESS RAMP WITH CITY OF MURRIETA STANDARD 321A ACCESS RAMP. REMOVE AND REPLACE ASSOCIATED CURB AND GUTTER OR MONOLITHIC CURB AND SPANDREL TO THE NEAREST JOINT AS SHOWN TO MEET ADA REQUIREMENTS PER CITY OF MURRIETA STANDARDS 301, 302, 311 AND 318. TRUNCATED DOMES SHALL BE DARK GREY IN COLOR AND BY ADA SOLUTIONS (OR APPROVED EQUAL). SLOT PATCH ADJACENT AC AS NECESSARY TO MEET ADA REQUIREMENTS. CONCRETE FOR ALL IMPROVEMENTS SHALL BE 4,000 PSI HIGH EARLY STRENGTH. AT SIGNALIZED INTERSECTIONS, RELOCATE TRAFFIC SIGNAL PULLBOXES AS NECESSARY. REFERENCE CITY PROVIDED EXHIBIT PER THE PROJECT SPECIFICATIONS.

(16) CONTRACTOR SHALL CONTACT AND NOTIFY CITY OF MURRIETA TRAFFIC SIGNAL TECHNICIAN FOR LAYOUT/LOCATION OF UNDERGROUND FIBER AT ALL SIGNALIZED INTERSECTION PRIOR TO CONDUCTING WORK IN OR AROUND SIGNALIZED INTERSECTIONS.

(17) GRIND/TAPER OVERLAY 100' FROM BRIDGE ABUTMENT TO ULTIMATE FINISH SURFACE OF ROADWAY FULL WIDTH AT 2.25"DEPTH AS NECESSARY TO ACHIEVE A PROPER FLUSH/SMOOTH TRANSITION FROM BRIDGE DECK TO NEW AC FINISHED SURFACE.

(18) WET SANDBLAST/REMOVE EXISTING PAVEMENT MARKINGS/STRIPING ON BRIDGE DECK.

(19) GRIND OUT EXISTING AC DIKE (EXISTING DIKE RANGES FROM 6"TO 2"). RECONSTRUCT 6"AC DIKE PER CITY OF MURRIETA STD. 315.

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RCE _____ EXP. _____

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APPROVED FOR SIGNATURE
JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
06/09/25
DATE

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL

ENGINEER OF WORK — CITY APPROVAL

SHEET 3 — **CITY OF MURRIETA** ENGINEERING DEPARTMENT — SHEETS 15

DETAIL SHEET
PAVEMENT REHABILITATION PROJECT

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63056 EXP. DATE: 6-30-26 DATE: 06/09/25

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK:
PROJECT No. 23-478
DRAWING No.

REVISION DATE: 09-JUN-2025

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LEGEND

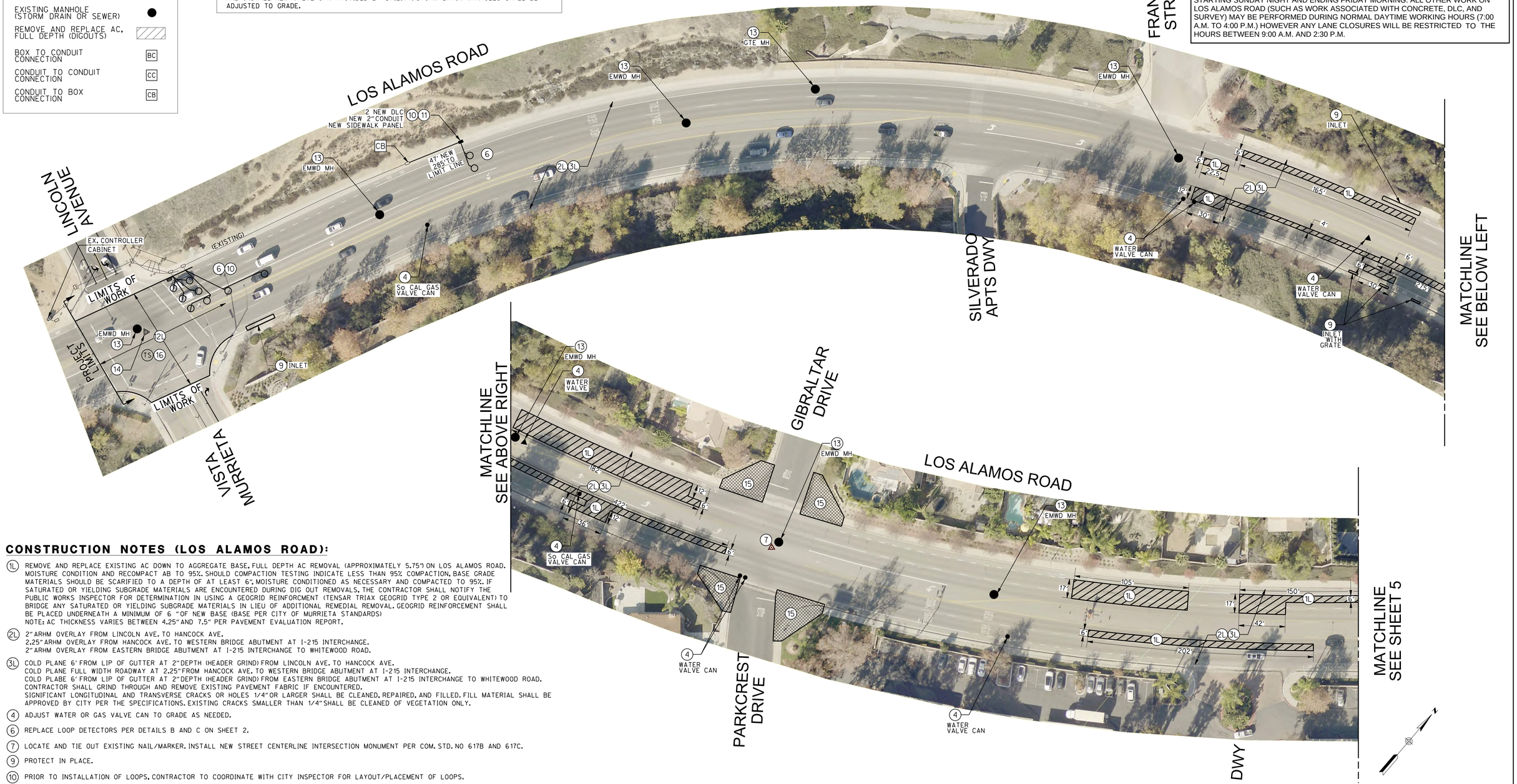
- TRAFFIC SIGNAL (TS)
- CENTERLINE MONUMENT
- EXISTING WATER VALVE CAN
- EXISTING MANHOLE (STORM DRAIN OR SEWER)
- REMOVE AND REPLACE AC, FULL DEPTH (DIGOUTS)
- BOX TO CONDUIT CONNECTION (BC)
- CONDUIT TO CONDUIT CONNECTION (CC)
- CONDUIT TO BOX CONNECTION (CB)

NOTE:

WATER AND GAS VALVE CANS AND MANHOLE COVERS SHOWN ARE PER UTILITY FACILITY MAPS. NOT ALL CANS AND COVERS MAY BE SHOWN. CONTRACTOR SHALL LOCATE AND TIE OUT ALL CANS AND COVERS PRIOR TO ANY REHABILITATION WORK. WATER AND GAS VALVE CANS SHALL BE ADJUSTED TO GRADE AFTER WORK IS COMPLETED. SHOULD A WATER OR GAS CAN BE IN POOR CONDITION, CONTRACTOR TO COORDINATE WITH RESPECTIVE UTILITY COMPANY AND INSTALL NEW VALVE CAN PROVIDED BY UTILITY. STORM DRAIN MANHOLES SHALL BE ADJUSTED TO GRADE.

NOTE:

ONLY NIGHT WORK WILL BE PERMITTED FOR THE CONTRACTORS' ROADWAY ACTIVITIES ON LOS ALAMOS ROAD INCLUDING BUT NOT LIMITED TO: COLD MILLING, DIGOUTS, AC PLACEMENT, ARHM OVERLAY, UTILITY ADJUSTMENTS, LOOP DETECTOR REPLACEMENTS, SIGNING AND STRIPING, AND OTHER ANCILLARY WORK ASSOCIATED WITH THE PAVEMENT REHABILIATION. WORK HOURS SHALL BE CONFINED TO THE HOURS BETWEEN 9:00 P.M. AND 5:00 A.M. WITH THE WORK WEEK STARTING SUNDAY NIGHT AND ENDING FRIDAY MORNING. ALL OTHER WORK ON LOS ALAMOS ROAD (SUCH AS WORK ASSOCIATED WITH CONCRETE, DLC, AND SURVEY) MAY BE PERFORMED DURING NORMAL DAYTIME WORKING HOURS (7:00 A.M. TO 4:00 P.M.) HOWEVER ANY LANE CLOSURES WILL BE RESTRICTED TO THE HOURS BETWEEN 9:00 A.M. AND 2:30 P.M.



CONSTRUCTION NOTES (LOS ALAMOS ROAD):

(1L) REMOVE AND REPLACE EXISTING AC DOWN TO AGGREGATE BASE, FULL DEPTH AC REMOVAL (APPROXIMATELY 5.75") ON LOS ALAMOS ROAD. MOISTURE CONDITION AND RECOMPACT AB TO 95%. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6", MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%. IF SATURATED OR YIELDING SUBGRADE MATERIALS ARE ENCOUNTERED DURING DIG OUT REMOVALS, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR FOR DETERMINATION IN USING A GEOGRID REINFORCMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT) TO BRIDGE ANY SATURATED OR YIELDING SUBGRADE MATERIALS IN LIEU OF ADDITIONAL REMEDIAL REMOVAL. GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 6 "OF NEW BASE (BASE PER CITY OF MURRIETA STANDARDS)
NOTE: AC THICKNESS VARIES BETWEEN 4.25" AND 7.5" PER PAVEMENT EVALUATION REPORT.

(2L) 2" ARHM OVERLAY FROM LINCOLN AVE. TO HANCOCK AVE.
2.25" ARHM OVERLAY FROM HANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE.
2" ARHM OVERLAY FROM EASTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE TO WHITEWOOD ROAD.

(3L) COLD PLANE 6' FROM LIP OF GUTTER AT 2" DEPTH (HEADER GRIND) FROM LINCOLN AVE. TO HANCOCK AVE.
COLD PLANE FULL WIDTH ROADWAY AT 2.25" FROM HANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE.
COLD PLABE 6' FROM LIP OF GUTTER AT 2" DEPTH (HEADER GRIND) FROM EASTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE TO WHITEWOOD ROAD.
CONTRACTOR SHALL GRIND THROUGH AND REMOVE EXISTING PAVEMENT FABRIC IF ENCOUNTERED.
SIGNIFICANT LONGITUDINAL AND TRANSVERSE CRACKS OR HOLES 1/4" OR LARGER SHALL BE CLEANED, REPAIRED, AND FILLED. FILL MATERIAL SHALL BE APPROVED BY CITY PER THE SPECIFICATIONS. EXISTING CRACKS SMALLER THAN 1/4" SHALL BE CLEANED OF VEGETATION ONLY.

(4) ADJUST WATER OR GAS VALVE CAN TO GRADE AS NEEDED.

(6) REPLACE LOOP DETECTORS PER DETAILS B AND C ON SHEET 2.

(7) LOCATE AND TIE OUT EXISTING NAIL/MARKER. INSTALL NEW STREET CENTERLINE INTERSECTION MONUMENT PER COM. STD. NO 617B AND 617C.

(9) PROTECT IN PLACE.

(10) PRIOR TO INSTALLATION OF LOOPS, CONTRACTOR TO COORDINATE WITH CITY INSPECTOR FOR LAYOUT/PLACEMENT OF LOOPS.

(11) FURNISH AND INSTALL #5 PULLBOX, CONDUIT AND LOOP STUB-OUT, NEW SIDEWALK PANEL, AND LOOP WIRING AS SHOWN. REMOVE EXISTING DLC, AND FURNISH AND INSTALL NEW DLC, AS SHOWN, FROM ADVANCE LOOPS TO CONTROLLER CABINET. WHERE ADVANCE LOOP DISTANCE IS BEING REDUCED, PULL BACK EXCESS DLC WIRE TO LOCATION OF NEW PULL BOX. RESTORE ANY CONCRETE/SIDEWALK PANELS IN KIND.

(12L) COLD PLANE FULL WIDTH 100' AT 2" (0.167') DEPTH (OR AS SHOWN) FROM PROJECT LIMITS TO ALLOW FOR PROPER TRANSITION/TAPER OF NEW A.C. TO EXISTING.

(13) SINGLE ADJUST EXISTING SEWER MANHOLE/DRY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER EMWD STD DWG SB-53 & SB-61

(14) SINGLE ADJUST EXISTING SURVEY MONUMENT CENTERLINE MONUMNET FRAME AND COVER TO GRADE PER COM. STD. 617B.

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(16) CONTRACTOR SHALL CONTACT AND NOTIFY CITY OF MURRIETA TRAFFIC SIGNAL TECHNICIAN FOR LAYOUT/LOCATION OF UNDERGROUND FIBER AT ALL SIGNALIZED INTERSECTION PRIOR TO CONDUCTING WORK IN OR AROUND SIGNALIZED INTERSECTIONS.

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Underground Service Alert
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1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK
DESCRIPTION:
LOCATION:
RECORDED:
ELEVATION: DATUM:

APPROVED FOR SIGNATURE
JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
06/11/25
DATE

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL
ENGINEER OF WORK				CITY APPROVAL	

SHEET 4 | CITY OF MURRIETA, ENGINEERING DEPARTMENT | SHEETS 15

PAVING PLAN
PAVEMENT REHABILITATION PROJECT
LOS ALAMOS ROAD

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63056 DATE: 06/11/25
EXP. DATE: 6-30-26

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK: _____
PROJECT No. 23-478
DRAWING No.

REVISION DATE: 11-JUN-2025

\\cp.rickenp.com\projects\C19500\19981_MurrietaPavementRehab\Traffic\PlanSets\19981_04_Pvmnt-LosAlamosRd.dgn
\\cp.rickenp.com\projects\C19500\19981_MurrietaPavementRehab\Traffic\PlanSets\PDF\2025.0609\SD CorpStds 2005.dscrlpt
11-JUN-2025 09:46

PERMIT NUMBER 08-25-N-MC-0505
CO RIV RTE 215 PM 10.6
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE

LEGEND

- TRAFFIC SIGNAL (TS)
- CENTERLINE MONUMENT
- EXISTING WATER VALVE CAN
- EXISTING MANHOLE (STORM DRAIN OR SEWER)
- REMOVE AND REPLACE AC, FULL DEPTH (DIGOUTS)
- BOX TO CONDUIT CONNECTION (BC)
- CONDUIT TO CONDUIT CONNECTION (CC)
- CONDUIT TO BOX CONNECTION (CB)

NOTE:

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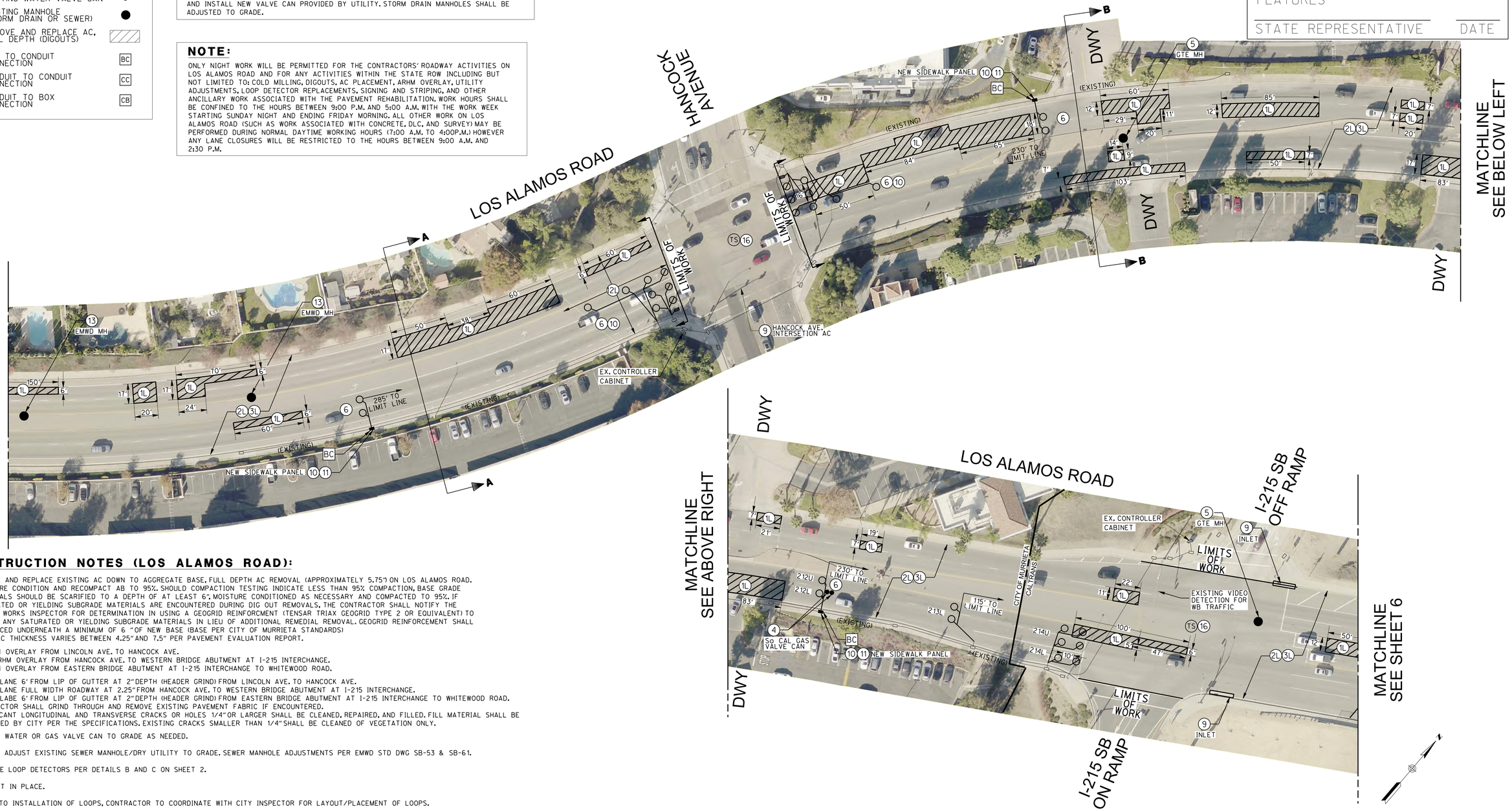
NOTE:

ONLY NIGHT WORK WILL BE PERMITTED FOR THE CONTRACTORS' ROADWAY ACTIVITIES ON LOS ALAMOS ROAD AND FOR ANY ACTIVITIES WITHIN THE STATE ROW INCLUDING BUT NOT LIMITED TO: COLD MILLING, DIGOUTS, AC PLACEMENT, ARHM OVERLAY, UTILITY ADJUSTMENTS, LOOP DETECTOR REPLACEMENTS, SIGNING AND STRIPING, AND OTHER ANCILLARY WORK ASSOCIATED WITH THE PAVEMENT REHABILITATION. WORK HOURS SHALL BE CONFINED TO THE HOURS BETWEEN 9:00 P.M. AND 5:00 A.M. WITH THE WORK WEEK STARTING SUNDAY NIGHT AND ENDING FRIDAY MORNING. ALL OTHER WORK ON LOS ALAMOS ROAD (SUCH AS WORK ASSOCIATED WITH CONCRETE, DLC, AND SURVEY) MAY BE PERFORMED DURING NORMAL DAYTIME WORKING HOURS (7:00 A.M. TO 4:00P.M.) HOWEVER ANY LANE CLOSURES WILL BE RESTRICTED TO THE HOURS BETWEEN 9:00 A.M. AND 2:30 P.M.



CONSTRUCTION NOTES (LOS ALAMOS ROAD):

(1L) REMOVE AND REPLACE EXISTING AC DOWN TO AGGREGATE BASE, FULL DEPTH AC REMOVAL (APPROXIMATELY 5.75") ON LOS ALAMOS ROAD. MOISTURE CONDITION AND RECOMPACT AB TO 95%. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6", MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%. IF SATURATED OR YIELDING SUBGRADE MATERIALS ARE ENCOUNTERED DURING DIG OUT REMOVALS, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR FOR DETERMINATION IN USING A GEOGRID REINFORCMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT) TO BRIDGE ANY SATURATED OR YIELDING SUBGRADE MATERIALS IN LIEU OF ADDITIONAL REMEDIAL REMOVAL. GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 6 "OF NEW BASE (BASE PER CITY OF MURRIETA STANDARDS)
NOTE: AC THICKNESS VARIES BETWEEN 4.25" AND 7.5" PER PAVEMENT EVALUATION REPORT.

(2L) 2" ARHM OVERLAY FROM LINCOLN AVE. TO HANCOCK AVE.
2.25" ARHM OVERLAY FROM HANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE.
2" ARHM OVERLAY FROM EASTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE TO WHITEWOOD ROAD.

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COLD PLANE FULL WIDTH ROADWAY AT 2.25" FROM HANCOCK AVE. TO WESTERN BRIDGE ABUTMENT AT I-215 INTERCHANGE.
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(5) DOUBLE ADJUST EXISTING SEWER MANHOLE/DRY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER EMWD STD DWG SB-53 & SB-61.

(6) REPLACE LOOP DETECTORS PER DETAILS B AND C ON SHEET 2.

(9) PROTECT IN PLACE.

(10) PRIOR TO INSTALLATION OF LOOPS, CONTRACTOR TO COORDINATE WITH CITY INSPECTOR FOR LAYOUT/PLACEMENT OF LOOPS.

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(16) CONTRACTOR SHALL CONTACT AND NOTIFY CITY OF MURRIETA TRAFFIC SIGNAL TECHNICIAN FOR LAYOUT/LOCATION OF UNDERGROUND FIBER AT ALL SIGNALIZED INTERSECTION PRIOR TO CONDUCTING WORK IN OR AROUND SIGNALIZED INTERSECTIONS.

GRAPHIC SCALE 1" = 40'

"AS BUILT"
The receipt of As-Built Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.
Engineer of work: _____ Date: _____
RCE _____ EXP. _____

SHEET REVISED PER CALTRANS PERMIT COMMENTS 7/1/25

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BENCH MARK
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JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
07-01-25
DATE

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL
ENGINEER OF WORK				CITY APPROVAL	

SHEET 5 — CITY OF MURRIETA, ENGINEERING DEPARTMENT — SHEETS 15

PAVING PLAN
PAVEMENT REHABILITATION PROJECT
LOS ALAMOS ROAD

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63056 EXP. DATE: 6-30-26 DATE: 07-01-25

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK: _____
PROJECT No. 23-478
DRAWING No.

REVISION DATE: 01-JUL-2025

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01-JUL-2025 16:36

LEGEND

TRAFFIC SIGNAL	TS
CENTERLINE MONUMENT	
EXISTING WATER VALVE CAN	
EXISTING MANHOLE (STORM DRAIN OR SEWER)	
REMOVE AND REPLACE AC, FULL DEPTH (DIGOUTS)	
BOX TO CONDUIT CONNECTION	BC
CONDUIT TO CONDUIT CONNECTION	CC
CONDUIT TO BOX CONNECTION	CB

NOTE:

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(9) PROTECT IN PLACE.

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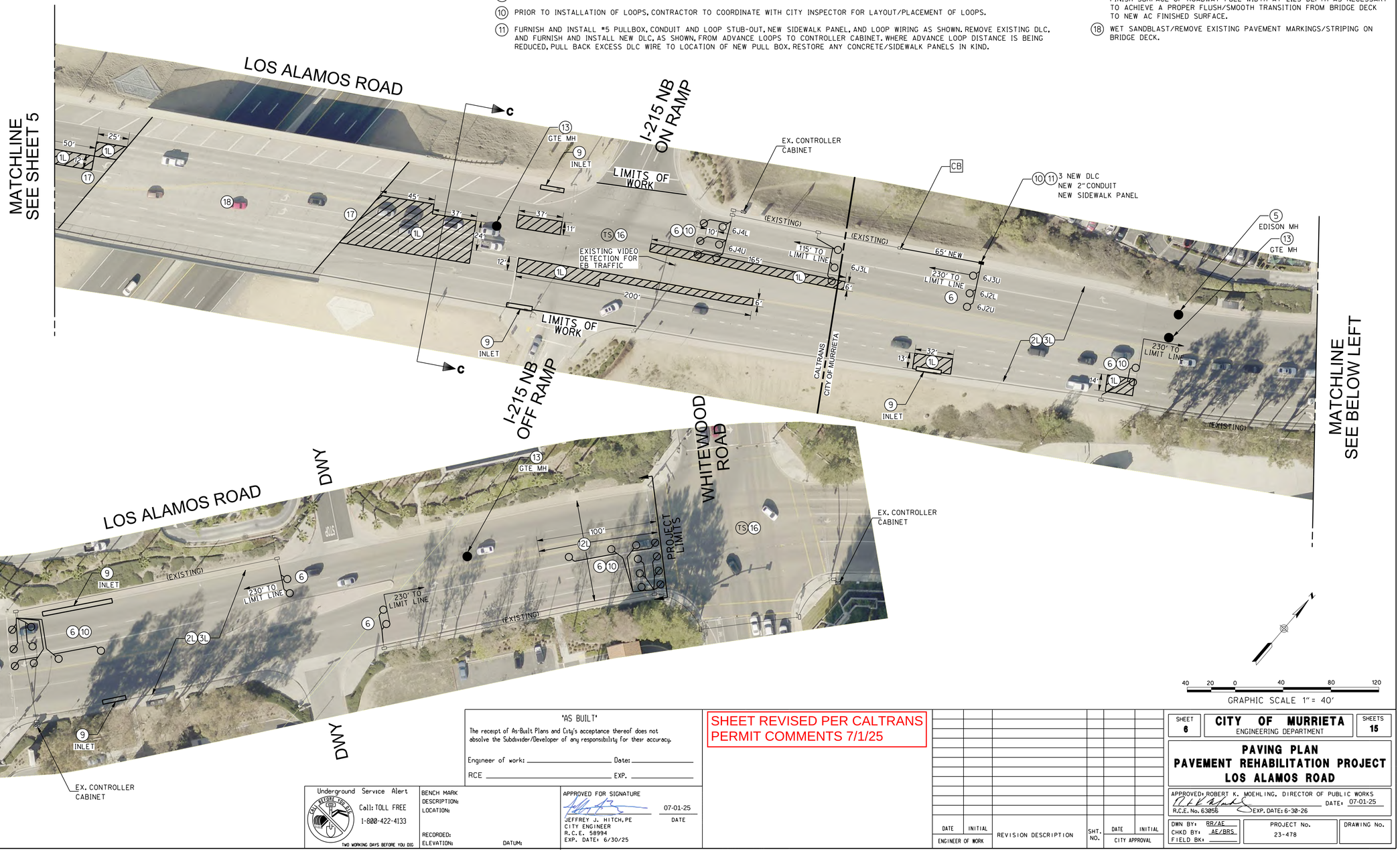
(17) GRIND/TAPER OVERLAY 100' FROM BRIDGE ABUTMENT TO ULTIMATE FINISH SURFACE OF ROADWAY FULL WIDTH AT 2.25" DEPTH AS NECESSARY TO ACHIEVE A PROPER FLUSH/SMOOTH TRANSITION FROM BRIDGE DECK TO NEW AC FINISHED SURFACE.

(18) WET SANDBLAST/REMOVE EXISTING PAVEMENT MARKINGS/STRIPING ON BRIDGE DECK.

PERMIT NUMBER 08-25-N-MC-0505
CO RIV RTE 215 PM 10.6
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE



GRAPHIC SCALE 1" = 40'

"AS BUILT"

The receipt of As-Built Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.

Engineer of work: _____ Date: _____

RCE _____ EXP. _____

SHEET REVISED PER CALTRANS PERMIT COMMENTS 7/1/25

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APPROVED FOR SIGNATURE
JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
07-01-25
DATE

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL

ENGINEER OF WORK — CITY APPROVAL

SHEET 6 — CITY OF MURRIETA, ENGINEERING DEPARTMENT — SHEETS 15

PAVING PLAN
PAVEMENT REHABILITATION PROJECT
LOS ALAMOS ROAD

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63056 EXP. DATE: 6-30-26 DATE: 07-01-25

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK: _____
PROJECT No. 23-478
DRAWING No.

REVISION DATE: 01-JUL-2025

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\\cp.rickeng.com\projects\C19500\19981_MurrietaPavementRehab\Traffic\PlanSets\PDF\2025.0701\SD CorpStds 2005.dscrlpt
01-JUL-2025 16:39

LEGEND

- TRAFFIC SIGNAL (TS)
- CENTERLINE MONUMENT
- EXISTING WATER VALVE CAN
- EXISTING MANHOLE (STORM DRAIN OR SEWER)
- REMOVE AND REPLACE AC, FULL DEPTH (DIGOUTS)
- BOX TO CONDUIT CONNECTION (BC)
- CONDUIT TO CONDUIT CONNECTION (CC)
- ABANDON CONDUIT, REMOVE CONDUCTORS (AB)

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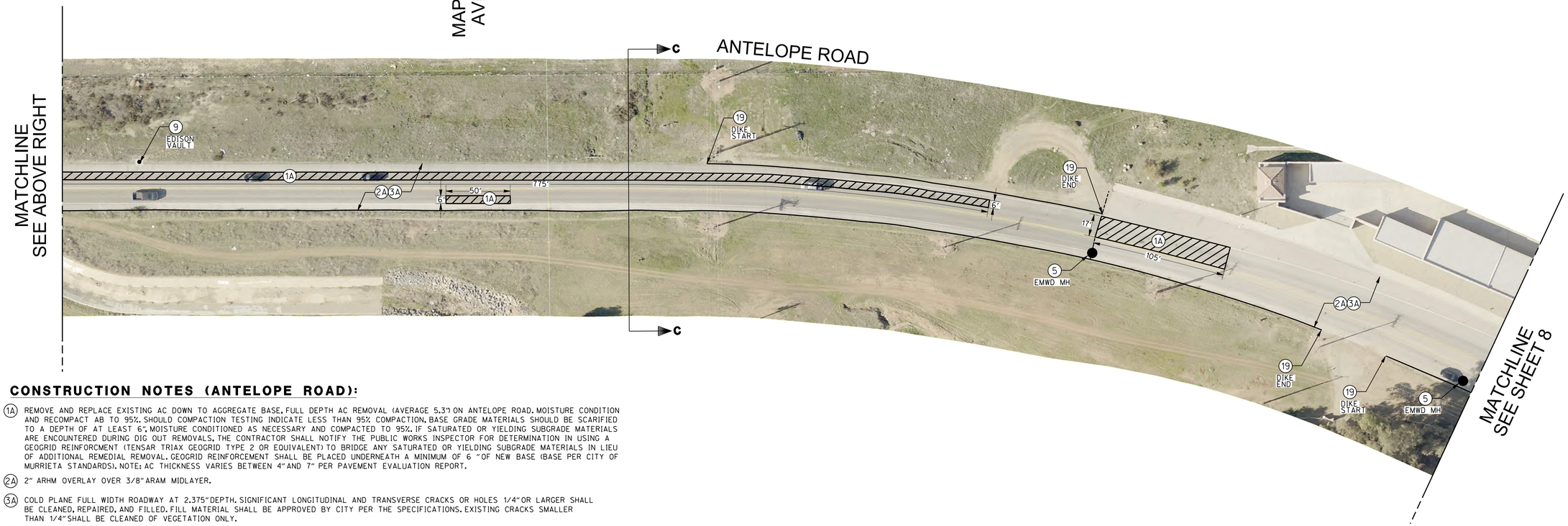
MAPLETON AVENUE



CONSTRUCTION NOTES (ANTELOPE ROAD):

(1A) REMOVE AND REPLACE EXISTING AC DOWN TO AGGREGATE BASE, FULL DEPTH AC REMOVAL (AVERAGE 5.3") ON ANTELOPE ROAD. MOISTURE CONDITION AND RECOMPACT AB TO 95%. SHOULD COMPACTION TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6", MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%. IF SATURATED OR YIELDING SUBGRADE MATERIALS ARE ENCOUNTERED DURING DIG OUT REMOVALS, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR FOR DETERMINATION IN USING A GEOGRID REINFORCMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT) TO BRIDGE ANY SATURATED OR YIELDING SUBGRADE MATERIALS IN LIEU OF ADDITIONAL REMEDIAL REMOVAL. GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 6 "OF NEW BASE (BASE PER CITY OF MURRIETA STANDARDS). NOTE: AC THICKNESS VARIES BETWEEN 4" AND 7" PER PAVEMENT EVALUATION REPORT.

(2A) 2" ARHM OVERLAY OVER 3/8" ARAM MIDLAYER.

(3A) COLD PLANE FULL WIDTH ROADWAY AT 2.375" DEPTH. SIGNIFICANT LONGITUDINAL AND TRANSVERSE CRACKS OR HOLES 1/4" OR LARGER SHALL BE CLEANED, REPAIRED, AND FILLED. FILL MATERIAL SHALL BE APPROVED BY CITY PER THE SPECIFICATIONS. EXISTING CRACKS SMALLER THAN 1/4" SHALL BE CLEANED OF VEGETATION ONLY.

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(6) REPLACE LOOP DETECTORS PER DETAILS B AND C ON SHEET 2.

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(10) PRIOR TO INSTALLATION OF LOOPS, CONTRACTOR TO COORDINATE WITH CITY INSPECTOR FOR LAYOUT/PLACEMENT OF LOOPS.

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(19) GRIND OUT EXISTING AC DIKE (EXISTING DIKE RANGES FROM 6" TO 2"). RECONSTRUCT 6" AC DIKE PER CITY OF MURRIETA STD. 315.

'AS BUILT'

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Engineer of work: _____ Date: _____

RCE _____ EXP. _____

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CITY ENGINEER
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ENGINEER OF WORK				CITY APPROVAL	

SHEET 7 | **CITY OF MURRIETA** ENGINEERING DEPARTMENT | SHEETS 15

PAVING PLAN
PAVEMENT REHABILITATION PROJECT
ANTELOPE ROAD

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63056 DATE: 06/09/25
EXP. DATE: 6-30-26

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK: _____

PROJECT No. 23-478

DRAWING No.

REVISION DATE: 09-JUN-2025

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LEGEND

TRAFFIC SIGNAL	TS
CENTERLINE MONUMENT	
EXISTING WATER VALVE CAN	
EXISTING MANHOLE (STORM DRAIN OR SEWER)	
REMOVE AND REPLACE AC, FULL DEPTH (DIGOUTS)	
BOX TO CONDUIT CONNECTION	BC
CONDUIT TO CONDUIT CONNECTION	CC
ABANDON CONDUIT, REMOVE CONDUCTORS	AB

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(6) REPLACE LOOP DETECTORS PER DETAILS B AND C ON SHEET 2.

(7) LOCATE AND TIE OUT EXISTING NAIL/MARKER. INSTALL NEW STREET CENTERLINE INTERSECTION MONUMENT PER COM. STD. NO 617B AND 617C.

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(10) PRIOR TO INSTALLATION OF LOOPS, CONTRACTOR TO COORDINATE WITH CITY INSPECTOR FOR LAYOUT/PLACEMENT OF LOOPS.

(11) FURNISH AND INSTALL "5 PULLBOX, CONDUIT AND LOOP STUB-OUT, NEW SIDEWALK PANEL, AND LOOP WIRING AS SHOWN. REMOVE EXISTING DLC, AND FURNISH AND INSTALL NEW DLC, AS SHOWN, FROM ADVANCE LOOPS TO CONTROLLER CABINET. WHERE ADVANCE LOOP DISTANCE IS BEING REDUCED, PULL BACK EXCESS DLC WIRE TO LOCATION OF NEW PULL BOX. RESTORE ANY CONCRETE/SIDEWALK PANELS IN KIND.

(11A) FURNISH AND INSTALL "5 PULLBOX, CONDUIT AND LOOP STUB-IN, NEW SIDEWALK PANEL, AND LOOP WIRING AS SHOWN. REMOVE EXISTING DLC, AND FURNISH AND INSTALL NEW DLC, AS SHOWN, FROM ADVANCE LOOPS TO CONTROLLER CABINET. RESTORE ANY CONCRETE/SIDEWALK PANELS IN KIND. CONDUIT TO BE INSTALLED VIA JACK AND BORE

(15) REMOVE AND REPLACE EXISTING ACCESS RAMP WITH CITY OF MURRIETA STANDARD 321A ACCESS RAMP. REMOVE AND REPLACE ASSOCIATED CURB AND GUTTER OR MONOLITHIC CURB AND SPANDREL TO THE NEAREST JOINT AS SHOWN TO MEET ADA REQUIREMENTS PER CITY OF MURRIETA STANDARDS 301, 302, 311 AND 318. TRUNCATED DOMES SHALL BE DARK GREY IN COLOR AND BY ADA SOLUTIONS (OR APPROVED EQUAL). SLOT PATCH ADJACENT AC AS NECESSARY TO MEET ADA REQUIREMENTS. CONCRETE FOR ALL IMPROVEMENTS SHALL BE 4,000 PSI HIGH EARLY STRENGTH. AT SIGNALIZED INTERSECTIONS, RELOCATE TRAFFIC SIGNAL PULLBOXES AS NECESSARY. REFERENCE CITY PROVIDED EXHIBIT PER THE PROJECT SPECIFICATIONS.

(16) CONTRACTOR SHALL CONTACT AND NOTIFY CITY OF MURRIETA TRAFFIC SIGNAL TECHNICIAN FOR LAYOUT/LOCATION OF UNDERGROUND FIBER AT ALL SIGNALIZED INTERSECTION PRIOR TO CONDUCTING WORK IN OR AROUND SIGNALIZED INTERSECTIONS.

(19) GRIND OUT EXISTING AC DIKE (EXISTING DIKE RANGES FROM 6" TO 2"). RECONSTRUCT 6" AC DIKE PER CITY OF MURRIETA STD. 315.

"AS BUILT"

The receipt of As-Built Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.

Engineer of work: _____ Date: _____

RCE _____ EXP. _____

Underground Service Alert
Call: TOLL FREE
1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK
DESCRIPTION:
LOCATION:
RECORDED:
ELEVATION: DATUM:

APPROVED FOR SIGNATURE
06/11/25
JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
DATE

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL
ENGINEER OF WORK				CITY APPROVAL	

SHEET 8 | **CITY OF MURRIETA** ENGINEERING DEPARTMENT | SHEETS 15

PAVING PLAN
PAVEMENT REHABILITATION PROJECT
ANTELOPE ROAD

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
DATE: 06/11/25
R.C.E. No. 63056 EXP. DATE: 6-30-26

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK: _____
PROJECT No. 23-478
DRAWING No.

REVISION DATE: 11-JUN-2025

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11-JUN-2025 09:40

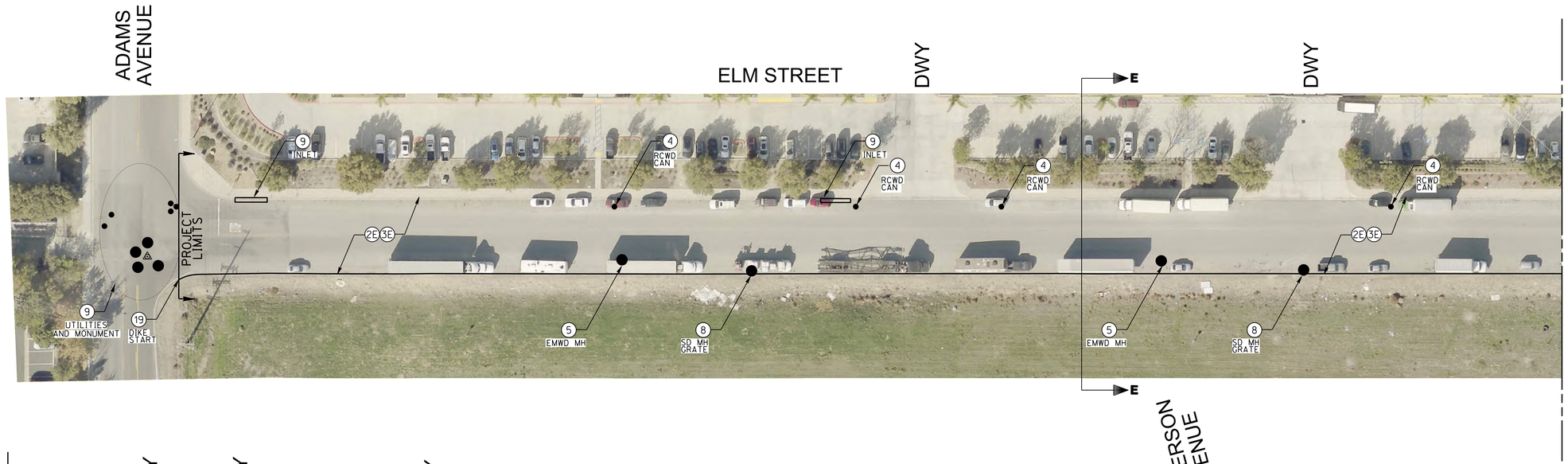
LEGEND

- TRAFFIC SIGNAL (TS)
- CENTERLINE MONUMENT
- EXISTING WATER VALVE CAN
- EXISTING MANHOLE (STORM DRAIN OR SEWER)
- REMOVE AND REPLACE AB, PER NOTE (1E)
- BOX TO CONDUIT CONNECTION (BC)
- CONDUIT TO CONDUIT CONNECTION (CC)
- ABANDON CONDUIT, REMOVE CONDUCTORS (AB)

NOTE:
WATER AND GAS VALVE CANS AND MANHOLE COVERS SHOWN ARE PER UTILITY FACILITY MAPS. NOT ALL CANS AND COVERS MAY BE SHOWN. CONTRACTOR SHALL LOCATE AND TIE OUT ALL CANS AND COVERS PRIOR TO ANY REHABILITATION WORK. WATER AND GAS VALVE CANS SHALL BE ADJUSTED TO GRADE AFTER WORK IS COMPLETED. SHOULD A WATER OR GAS CAN BE IN POOR CONDITION, CONTRACTOR TO COORDINATE WITH RESPECTIVE UTILITY COMPANY AND INSTALL NEW VALVE CAN PROVIDED BY UTILITY. STORM DRAIN MANHOLES SHALL BE ADJUSTED TO GRADE.

NOTE:
CCPR PLANT WILL BE PERMITTED TO BE SET UP AND OPERATED AT THE CITY OF MURRIETA PUBLIC WORKS YARD LOCATED OFF OF FIG STREET (APPROXIMATELY 1/2 MILE FROM ELM STREET).

NOTE:
CCPR SPECIALTY CONTRACTOR SHALL REVIEW THE PROPOSED CCPR THICKNESS AND PROVIDE A MIX DESIGN, SAMPLING, AND TESTING FOR CCPR PROCESS.



CONSTRUCTION NOTES (ELM STREET):

(1E) REMOVE TOP 7" OF AB AND INSTALL GEOGRID REINFORCMENT (TENSAR TRIAX GEOGRID TYPE 2 OR EQUIVALENT). GEOGRID REINFORCEMENT SHALL BE PLACED UNDERNEATH A MINIMUM OF 7" OF NEW BASE. MOISTURE CONDITION AND RECOMPACT AB TO 95% PRIOR TO PLACEMENT OF GEOGRID. SHOULD COMPACTION
TESTING INDICATE LESS THAN 95% COMPACTION, BASE GRADE MATERIALS SHOULD BE SCARIFIED TO A DEPTH OF AT LEAST 6", MOISTURE CONDITIONED AS NECESSARY AND COMPACTED TO 95%.

(2E) INSTALL 2" ARHM OVER 4" CCPR. EXISTING AB SHALL BE MOISTURE CONDITIONED AND RECOMPACTED TO 95% PRIOR TO PLACEMENT OF NEW CCPR AND ARHM.

(3E) COLD PLANE EXISTING AC FULL WIDTH AND DEPTH (APPROXIMATELY 4" DEPTH PER PAVEMENT EVALUATION REPORT) DOWN TO AB. REMOVE AND REGRADE EXISTING AB 6' FROM LIP OF GUTTER OR AC DIKE AT 2" DEPTH PRIOR TO PLACEMENT OF CCPR.

(4) ADJUST WATER OR GAS VALVE CAN TO GRADE AS NEEDED.

(5) DOUBLE ADJUST EXISTING SEWER MANHOLE/DRY UTILITY TO GRADE. SEWER MANHOLE ADJUSTMENTS PER EMWD STD DWG SB-53 & SB-61.

(6) REPLACE LOOP DETECTORS PER DETAILS B AND C ON SHEET 2.

(8) DOUBLE ADJUST EXISTING STORM DRAIN MANHOLE TO GRADE.

(9) PROTECT IN PLACE.

(10) PRIOR TO INSTALLATION OF LOOPS, CONTRACTOR TO COORDINATE WITH CITY INSPECTOR FOR LAYOUT/PLACEMENT OF LOOPS.

(16) CONTRACTOR SHALL CONTACT AND NOTIFY CITY OF MURRIETA TRAFFIC SIGNAL TECHNICIAN FOR LAYOUT/LOCATION OF UNDERGROUND FIBER AT ALL SIGNALIZED INTERSECTION PRIOR TO CONDUCTING WORK IN OR AROUND SIGNALIZED INTERSECTIONS.

(19) GRIND OUT EXISTING AC DIKE (EXISTING DIKE RANGES FROM 6" TO 2"). RECONSTRUCT 6" AC DIKE PER CITY OF MURRIETA STD. 315.

40 20 0 40 80 120
GRAPHIC SCALE 1" = 40'

"AS BUILT"
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RCE _____ EXP. _____

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1-800-422-4133
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BENCH MARK
DESCRIPTION:
LOCATION:
RECORDED:
ELEVATION: DATUM:

APPROVED FOR SIGNATURE
JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
06/09/25
DATE

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL
ENGINEER OF WORK				CITY APPROVAL	

SHEET 9 | CITY OF MURRIETA ENGINEERING DEPARTMENT | SHEETS 15

PAVING PLAN
PAVEMENT REHABILITATION PROJECT
ELM STREET

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
DATE: 06/09/25
R.C.E. No. 63056 EXP. DATE: 6-30-26

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK: _____
PROJECT No. 23-478
DRAWING No.

REVISION DATE: 09-JUN-2025

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09-JUN-2025 11:21

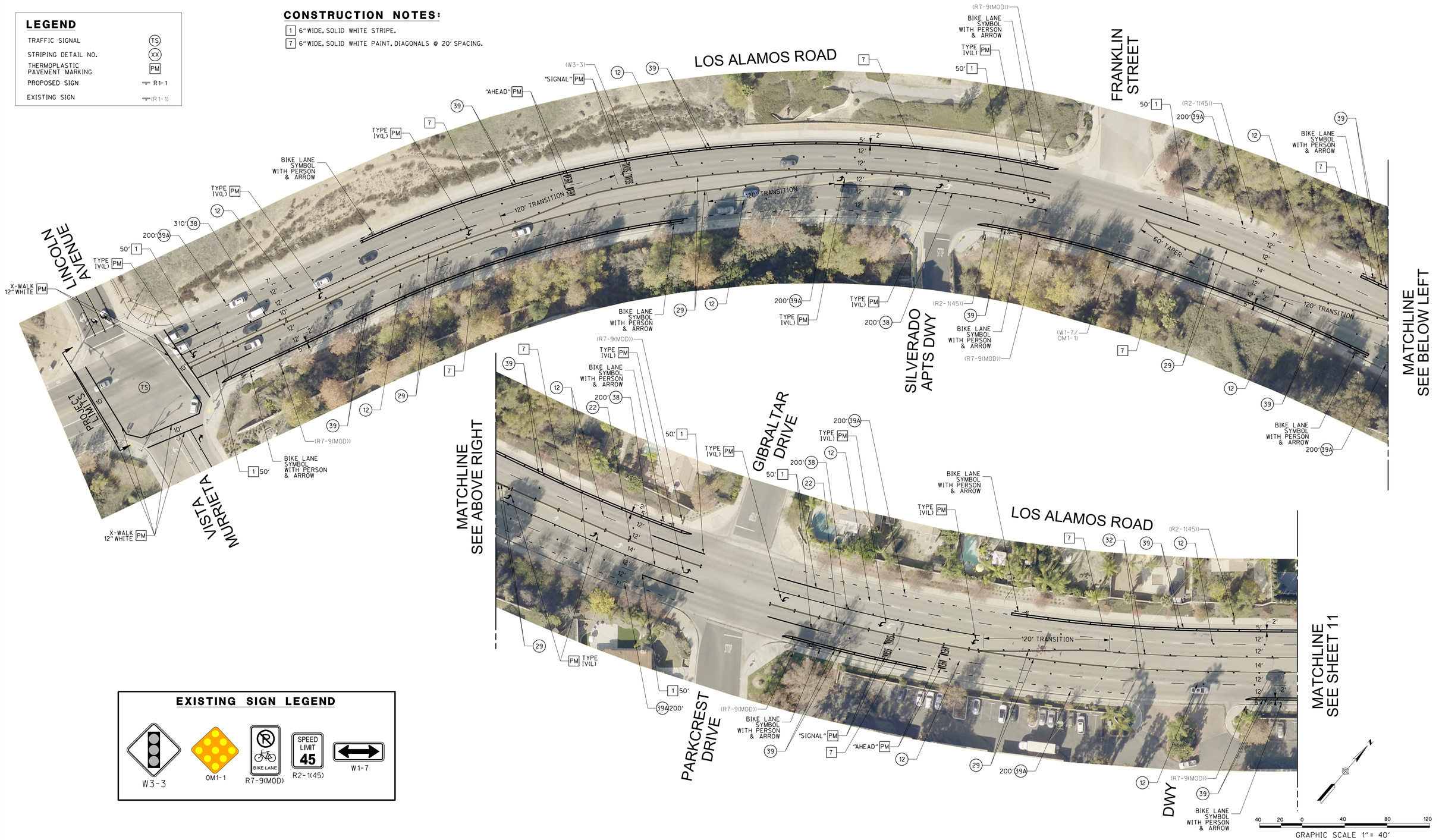
LEGEND

TRAFFIC SIGNAL	(TS)
STRIPING DETAIL NO.	(XX)
THERMOPLASTIC PAVEMENT MARKING	PM
PROPOSED SIGN	R1-1
EXISTING SIGN	(R1-1)

CONSTRUCTION NOTES:

1 6" WIDE, SOLID WHITE STRIPE.

7 6" WIDE, SOLID WHITE PAINT, DIAGONALS @ 20' SPACING.



EXISTING SIGN LEGEND

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DESCRIPTION:
LOCATION:
RECORDED:
ELEVATION: DATUM:

APPROVED FOR SIGNATURE
JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
06/09/25
DATE

RICK
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rickengineering.com
5620 FRIARS ROAD
SAN DIEGO, CA 92110
SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

SEAL: REGISTERED PROFESSIONAL ENGINEER — BRIAN R. STEPHENSON No. 69471 CIVIL — STATE OF CALIFORNIA

PREPARED BY: B.R.S. DATE: 06/09/25
BRIAN R. STEPHENSON R.C.E. No. 69471

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: AS NOTED

DATE	INITIAL	ENGINEER OF WORK	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL	CITY APPROVAL

SHEET 10 — **CITY OF MURRIETA** ENGINEERING DEPARTMENT — SHEETS 15

SIGNING AND STRIPING PLAN PAVEMENT REHABILITATION PROJECT LOS ALAMOS ROAD

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63056 DATE: 06/09/25 EXP. DATE: 6-30-26

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK:

PROJECT No. 23-478

DRAWING No.

REVISION DATE: 09-JUN-2025

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09-JUN-2025 11:21

LEGEND

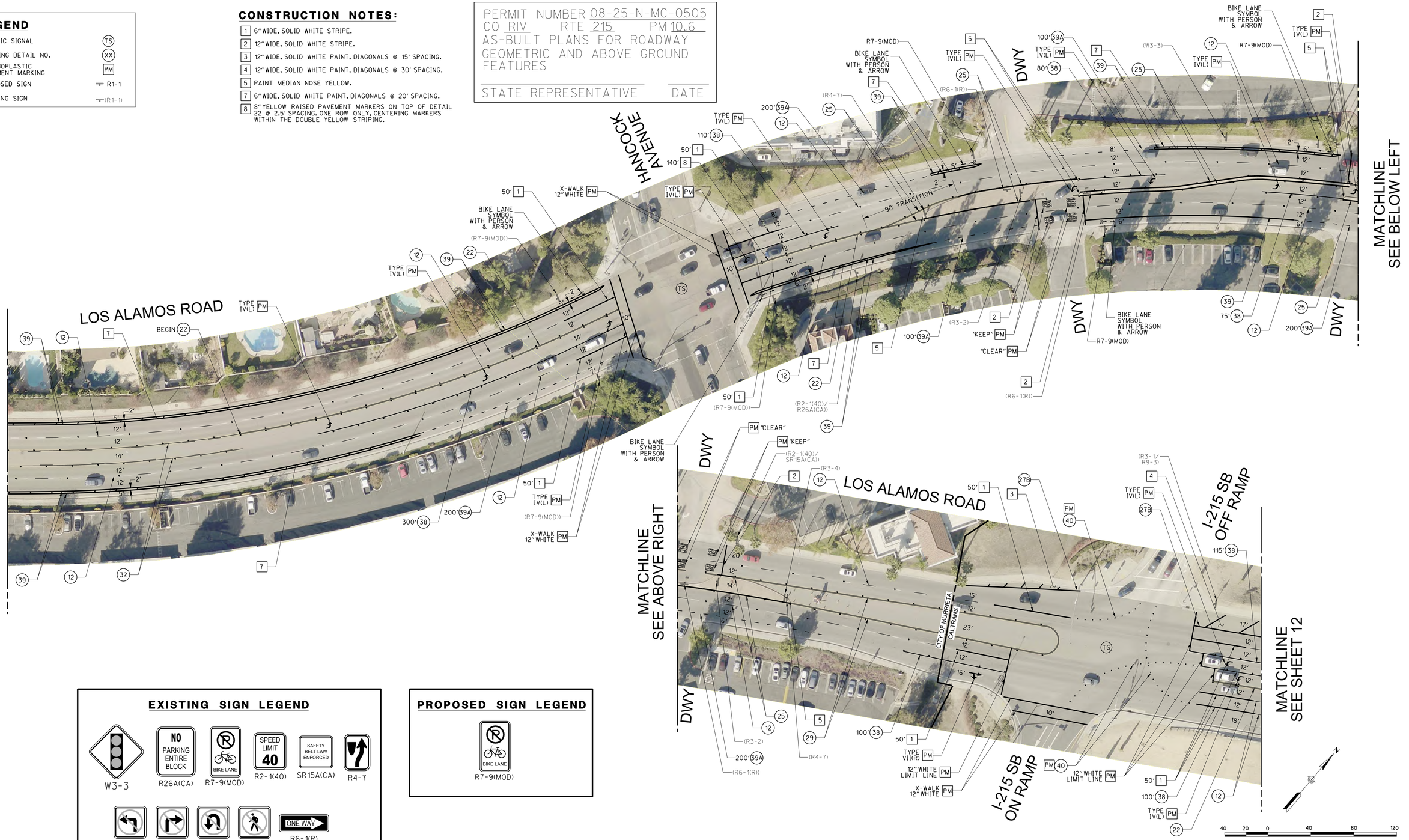
TRAFFIC SIGNAL	(TS)
STRIPING DETAIL NO.	(XX)
THERMOPLASTIC PAVEMENT MARKING	[PM]
PROPOSED SIGN	R1-1
EXISTING SIGN	(R1-1)

CONSTRUCTION NOTES:

1. 6" WIDE, SOLID WHITE STRIPE.
2. 12" WIDE, SOLID WHITE STRIPE.
3. 12" WIDE, SOLID WHITE PAINT, DIAGONALS @ 15' SPACING.
4. 12" WIDE, SOLID WHITE PAINT, DIAGONALS @ 30' SPACING.
5. PAINT MEDIAN NOSE YELLOW.
7. 6" WIDE, SOLID WHITE PAINT, DIAGONALS @ 20' SPACING.
8. 8" YELLOW RAISED PAVEMENT MARKERS ON TOP OF DETAIL 22 @ 2.5' SPACING, ONE ROW ONLY, CENTERING MARKERS WITHIN THE DOUBLE YELLOW STRIPING.

PERMIT NUMBER 08-25-N-MC-0505
CO RIV RTE 215 PM 10.6
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE



EXISTING SIGN LEGEND

PROPOSED SIGN LEGEND

"AS BUILT"

The receipt of As-Built Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.

Engineer of work: _____ Date: _____

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BENCH MARK
DESCRIPTION:
LOCATION:
RECORDED:
ELEVATION: DATUM:

APPROVED FOR SIGNATURE
JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
07-01-25 DATE

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SAN DIEGO, CA 92110
SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

SEAL: REGISTERED PROFESSIONAL ENGINEER — BRIAN R. STEPHENSON No. 69471 — CIVIL — STATE OF CALIFORNIA

PREPARED BY: DATE: 07-01-25
BRIAN R. STEPHENSON R.C.E. No. 69471

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: AS NOTED

SHEET REVISED PER CALTRANS PERMIT COMMENTS 7/1/25

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL

ENGINEER OF WORK — CITY APPROVAL

SHEET 11 — CITY OF MURRIETA, ENGINEERING DEPARTMENT — SHEETS 15

SIGNING AND STRIPING PLAN PAVEMENT REHABILITATION PROJECT LOS ALAMOS ROAD

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63056 EXP. DATE: 6-30-26 DATE: 07-01-25

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK:

PROJECT No. 23-478

DRAWING No.

REVISION DATE: 01-JUL-2025

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01-JUL-2025 14:58

LEGEND

TRAFFIC SIGNAL	TS
STRIPING DETAIL NO.	XX
THERMOPLASTIC PAVEMENT MARKING	PM
PROPOSED SIGN	R1-1
EXISTING SIGN	(R1-1)

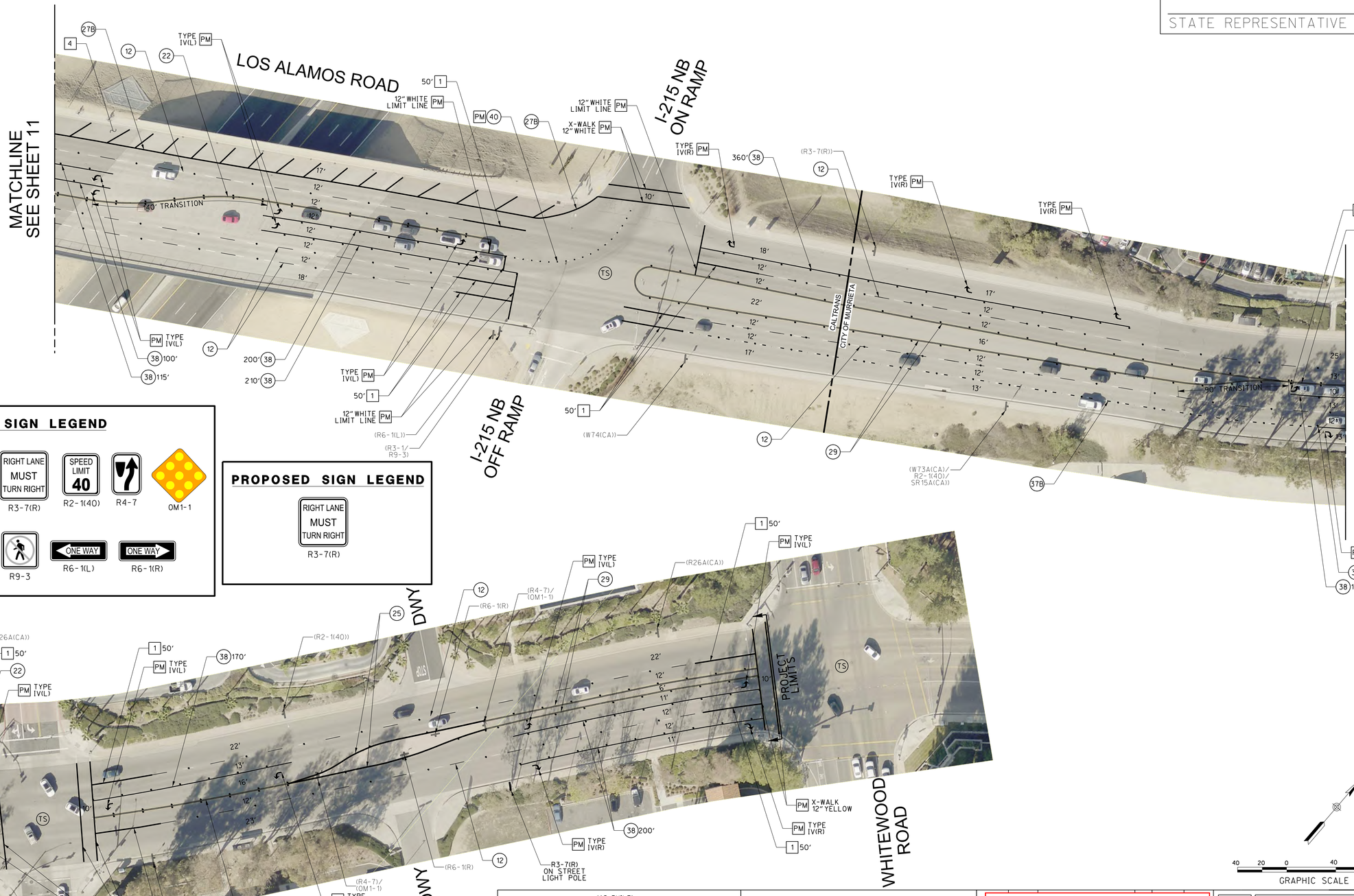
CONSTRUCTION NOTES:

1 6" WIDE, SOLID WHITE STRIPE.

4 12" WIDE, SOLID WHITE PAINT, DIAGONALS @ 30' SPACING.

PERMIT NUMBER 08-25-N-MC-0505
CO RIV RTE 215 PM 10.6
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE



EXISTING SIGN LEGEND

PROPOSED SIGN LEGEND

"AS BUILT"

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Engineer of work: _____ Date: _____

RCE _____ EXP. _____

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BENCH MARK
DESCRIPTION:
LOCATION:
RECORDED:
ELEVATION: DATUM:

APPROVED FOR SIGNATURE
JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
07-01-25
DATE

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SAN DIEGO, CA 92110
SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

SEAL: REGISTERED PROFESSIONAL ENGINEER BRIAN R. STEPHENSON No. 69471 CIVIL STATE OF CALIFORNIA

PREPARED BY: DATE:
B.R.S. 07-01-25
BRIAN R. STEPHENSON R.C.E. No. 69471

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: AS NOTED

SHEET REVISED PER CALTRANS PERMIT COMMENTS 7/1/25

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL

ENGINEER OF WORK — CITY APPROVAL

SHEET 12 | CITY OF MURRIETA ENGINEERING DEPARTMENT | SHEETS 15

SIGNING AND STRIPING PLAN PAVEMENT REHABILITATION PROJECT LOS ALAMOS ROAD

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63056 DATE: 07-01-25
EXP. DATE: 6-30-26

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK: _____

PROJECT No. 23-478

DRAWING No.

GRAPHIC SCALE 1" = 40'

REVISION DATE: 01-JUL-2025

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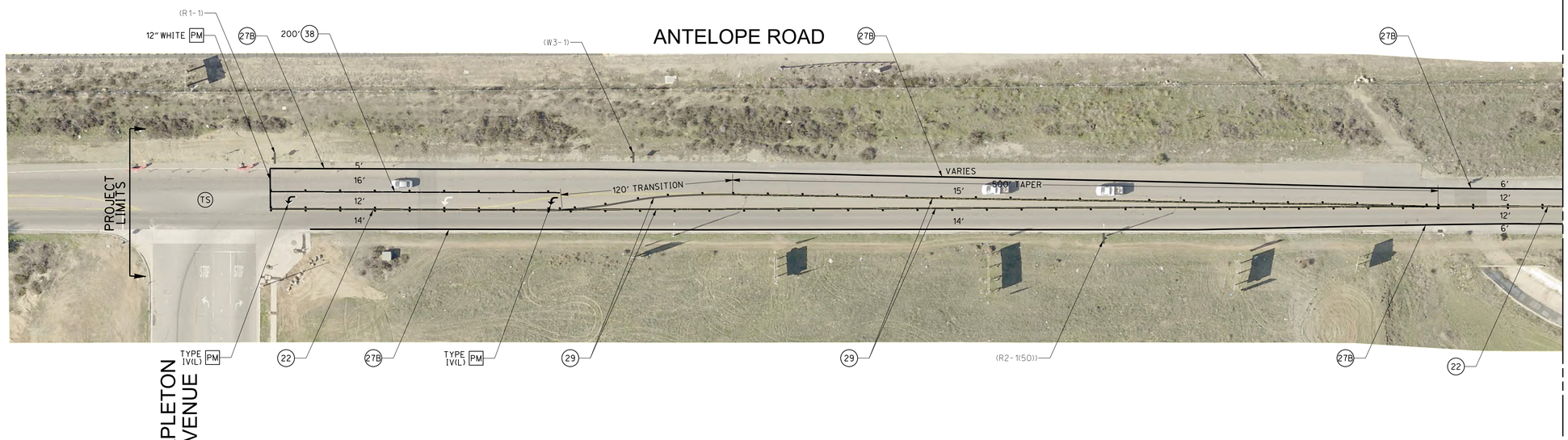
01-JUL-2025 15:00

LEGEND

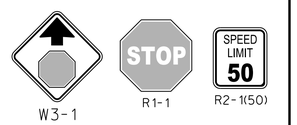
TRAFFIC SIGNAL	(TS)
STRIPING DETAIL NO.	(XX)
THERMOPLASTIC PAVEMENT MARKING	PM
PROPOSED SIGN	R1-1
EXISTING SIGN	(R1-1)

CONSTRUCTION NOTES:

9 REMOVE AND REPLACE TYPE Q (CA) OBJECT MARKERS WITH WHITE RETROREFLECTIVE SHEETING @ 30' SPACING



EXISTING SIGN LEGEND



GRAPHIC SCALE 1" = 40'

'AS BUILT'

The receipt of As-Built Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.

Engineer of work: _____ Date: _____

RCE _____ EXP. _____

Underground Service Alert
DIG ALERT
Call: TOLL FREE
1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK
DESCRIPTION:
LOCATION:
RECORDED:
ELEVATION: DATUM:

APPROVED FOR SIGNATURE
06/09/25
JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
DATE

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SAN DIEGO, CA 92110
SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

SEAL: REGISTERED PROFESSIONAL ENGINEER — BRIAN R. STEPHENSON No. 69471 CIVIL — STATE OF CALIFORNIA

PREPARED BY: B. R. S. DATE: 06/09/25
BRIAN R. STEPHENSON R.C.E. No. 69471

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: AS NOTED

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL
ENGINEER OF WORK				CITY APPROVAL	

SHEET 13 | CITY OF MURRIETA, ENGINEERING DEPARTMENT | SHEETS 15

SIGNING AND STRIPING PLAN PAVEMENT REHABILITATION PROJECT ANTELOPE ROAD

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63056 DATE: 06/09/25
EXP. DATE: 6-30-26

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK:

PROJECT No. 23-478

DRAWING No.

REVISION DATE: 09-JUN-2025

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09-JUN-2025 11:21

LEGEND

TRAFFIC SIGNAL	(TS)
STRIPING DETAIL NO.	(XX)
THERMOPLASTIC PAVEMENT MARKING	PM
PROPOSED SIGN	R1-1
EXISTING SIGN	(R1-1)

CONSTRUCTION NOTES:

1. 6" WIDE, SOLID WHITE STRIPE.
9. REMOVE AND REPLACE TYPE O (CA) OBJECT MARKERS WITH WHITE RETROREFLECTIVE SHEETING @ 30' SPACING.
10. REMOVE AND REPLACE TYPE O (CA) OBJECT MARKERS WITH YELLOW RETROREFLECTIVE SHEETING @ 5' SPACING.

EXISTING SIGN LEGEND

PROPOSED SIGN LEGEND

"AS BUILT"

The receipt of As-Built Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.

Engineer of work: _____ Date: _____

RCE _____ EXP. _____

Underground Service Alert
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1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK
DESCRIPTION:
LOCATION:
RECORDED:
ELEVATION: DATUM:

APPROVED FOR SIGNATURE
JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
06/09/25
DATE

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SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

SEAL: REGISTERED PROFESSIONAL ENGINEER — BRIAN R. STEPHENSON No. 69471 CIVIL — STATE OF CALIFORNIA

PREPARED BY: B.R.S. DATE: 06/09/25
BRIAN R. STEPHENSON R.C.E. No. 69471

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: AS NOTED

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL
ENGINEER OF WORK				CITY APPROVAL	

SHEET 14 — CITY OF MURRIETA — ENGINEERING DEPARTMENT — SHEETS 15

SIGNING AND STRIPING PLAN PAVEMENT REHABILITATION PROJECT ANTELOPE ROAD

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63056 DATE: 06/09/25 EXP. DATE: 6-30-26

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK: _____
PROJECT No. 23-478
DRAWING No.

REVISION DATE: 09-JUN-2025

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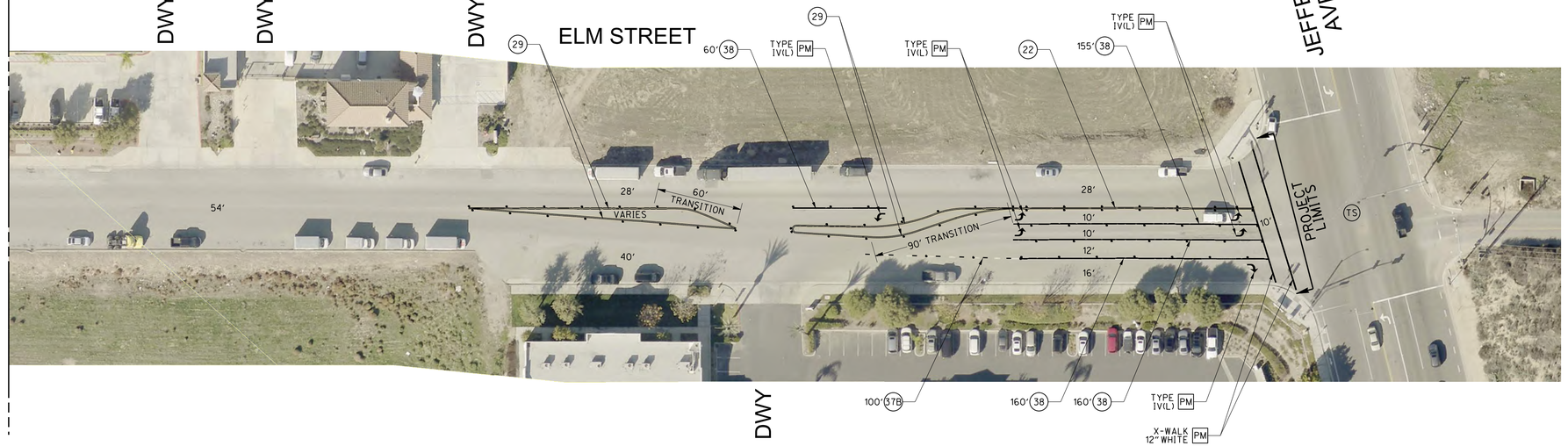
09-JUN-2025 11:21

LEGEND

TRAFFIC SIGNAL	(TS)
STRIPING DETAIL NO.	(XX)
THERMOPLASTIC PAVEMENT MARKING	PM
PROPOSED SIGN	R1-1
EXISTING SIGN	(R1-1)



EXISTING SIGN LEGEND

STOP

R1-1

40 20 0 40 80 120

GRAPHIC SCALE 1" = 40'

"AS BUILT"

The receipt of As-Built Plans and City's acceptance thereof does not absolve the Subdivider/Developer of any responsibility for their accuracy.

Engineer of work: _____ Date: _____

RCE _____ EXP. _____

Underground Service Alert
Call: TOLL FREE
1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK
DESCRIPTION:
LOCATION:
RECORDED:
ELEVATION: DATUM:

APPROVED FOR SIGNATURE
JEFFREY J. HITCH, PE
CITY ENGINEER
R.C.E. 58994
EXP. DATE: 6/30/25
06/09/25
DATE

RICK
619-291-0707
rickengineering.com
5620 FRIARS ROAD
SAN DIEGO, CA 92110
SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

SEAL: REGISTERED PROFESSIONAL ENGINEER — BRIAN R. STEPHENSON No. 69471 CIVIL — STATE OF CALIFORNIA

PREPARED BY: DATE:
B.R.S. 06/09/25
BRIAN R. STEPHENSON R.C.E. No. 69471

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: AS NOTED

DATE	INITIAL	REVISION DESCRIPTION	SHT. NO.	DATE	INITIAL
ENGINEER OF WORK				CITY APPROVAL	

SHEET 15 — **CITY OF MURRIETA** ENGINEERING DEPARTMENT — SHEETS 15

SIGNING AND STRIPING PLAN PAVEMENT REHABILITATION PROJECT ELM STREET

APPROVED: ROBERT K. MOEHLING, DIRECTOR OF PUBLIC WORKS
R.C.E. No. 63056 EXP. DATE: 6-30-26 DATE: 06/09/25

DWN BY: RR/AE
CHKD BY: AE/BRS
FIELD BK:
PROJECT No. 23-478
DRAWING No.

REVISION DATE: 09-JUN-2025

\\Cp.rickeng.com\projects\C19500\19981_MurrietaPavementRehab\Traffic\PlanSets\19981_15_Str-ElmSt.dgn
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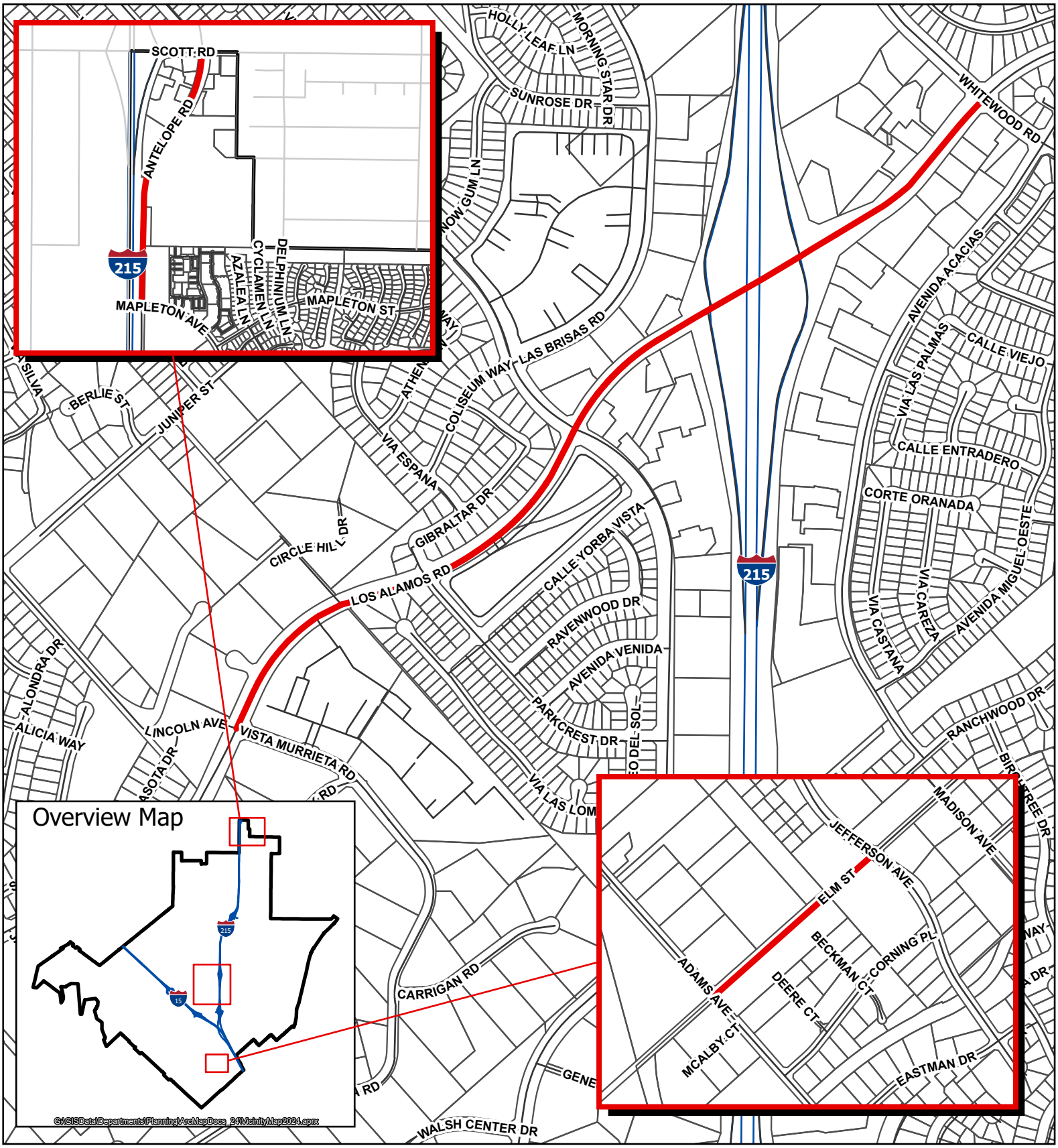

Los Alamos Road, Antelope Road, & Elm Street Pavement Rehabilitation Project (CIP 13047, City Project No. 23-478)

07/22/25

0 500 1,000 Feet

Vicinity Map

CIP 13047

709

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 21.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: James Ozouf, Senior Civil Engineer, CIP

SUBJECT: Resolution of Necessity for Secondary Emergency Access

RECOMMENDATION

Conduct a Hearing; and

Adopt Resolution No. 25-4883 by at least a four-fifths vote for acquisition by Eminent Domain of certain real property entitled: *A Resolution of the City Council of the City of Murrieta, California, Declaring that Public Interest and Necessity Require Acquisition of Interests in a Portion of the Property known as Assessor's Parcel No. 949-130-050*.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

Various vacant properties within the vicinity of Juniper Street and Berlie Street cannot be developed due to the lack of secondary access, as required by State law. At present, these properties, as well as the neighborhood directly to the east, have only a single access to Hancock Avenue via Milkwood Lane. The Fire Code requires many of these properties to have secondary access should the primary access become compromised during an emergency.

Staff has determined that an easement across the property located at 24712 Via Silva, legally described as Assessor's Parcel Number 949-130-050, will provide the necessary secondary access by connecting Berlie Street to Heirloom Court/Via Silva. The easement will continue to allow pedestrian access along the existing path. The total area of the proposed easement is approximately 2,060 square feet.

Once the easement area is acquired, a secondary access driveway (Project) will be constructed between

Berlie Street and Heirloom Court/Via Silva. The Project will consist of constructing a 22-foot-wide asphalt driveway within the proposed 30-foot-wide easement. Locked, emergency-access gates will be installed at both ends of the driveway, prohibiting daily use by motorists. The gates will be separated and set four (4) feet apart to allow pedestrians to freely pass through. If an emergency occurs, public safety crews and local residents will have the ability to open the gates and allow vehicles to pass through. Signs will be posted on both ends, signifying that the driveway is for emergency purposes only.

The Project has been planned in a manner that is most compatible with the greatest public good. Acquiring the easement to create secondary emergency access is in the public interest and necessary.

Prior to the City's involvement, an owner of a nearby vacant parcel was able to successfully hire a civil engineering firm, draw up preliminary design plans, create a plat and legal along with the corresponding Grant Deed of Easement document between Parvin Khalighi, the owner of 24712 Via Silva, and the City of Murrieta, and submit an Easement Dedication application to the City for the purpose of creating the emergency vehicle and access path through a 30' wide easement between Heirloom Court and Berlie Street. The City submitted the Grant Deed of Easement to the County for recording in October of 2022, but it was rejected and returned to the City in December of 2022 for correction and resubmission due to a minor error relating to the notary. The City contacted Khalighi to rectify the notarization error, but they declined and expressed interest in negotiating new terms and conditions directly with the City in exchange for the easement.

To acquire the necessary easement for this Project, the City issued a Notice of Decision to Appraise to the property owner in February 2025. This was followed by an offer letter to acquire the necessary property based on the appraised value, which was mailed on June 9, 2025. After more than 30 days of negotiations, the City has not been able to come to an agreement with the property owner regarding the terms of the City's offer. Due to the need to move forward with the Project, staff recommends approval of a Resolution of Necessity, should the City elect to acquire the necessary easement by Eminent Domain. Negotiations are expected to continue to reach a settlement.

A Notice of Hearing regarding the adoption of the Resolution of Necessity to acquire property by Eminent Domain was mailed to the property owner on July 21, 2025.

FISCAL IMPACT

There is no direct fiscal impact to adopting a Resolution of Necessity. Should an eminent domain action be commenced, sufficient funding is available in CIP 8043 to support easement acquisition expenses.

ATTACHMENTS

1. Resolution No. 25-4883
2. Vicinity Map

RESOLUTION NO. 25-4883

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF INTERESTS IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 949-130-050

WHEREAS, for the public purposes set forth herein, the City of Murrieta, California is authorized to acquire property through the exercise of eminent domain pursuant to Section 19 of Article 1 of the California Constitution, Section 1240.010 through 1240.050 of the California Code of Civil Procedure, and Sections 37350, 37350.5, 37353, and 40404 of the California Government Code; and

WHEREAS, the "Project" for the purposes of this acquisition is the construction of an emergency vehicle and pedestrian access corridor, which generally consists of the construction of a 22-foot-wide paved secondary emergency access road within a 30-foot wide easement between Heirloom Court and Berlie Street (referred to herein as the "Project"); and

WHEREAS, to carry out and make effective the principal purpose of the Project, it is necessary for the City of Murrieta to acquire street right-of-way in a permanent easement in gross (hereinafter the "Interests") in a portion of certain privately owned real property located at 24712 Via Silva, Murrieta, CA 92562 (Lot 7 of Tract 30435 as shown by map on file in Book 413, Pages 97 to 99 inclusive of Maps recorded in the office of the County Recorder of the County of Riverside), Assessor's Parcel No. 949-130-050 (hereinafter the "Property"); and

WHEREAS, the portion of the Property in which the City seeks to acquire a permanent easement in gross is described in Exhibit "A" which is attached hereto and incorporated by this reference, and depicted on the diagram attached hereto as Exhibit "B" which is incorporated herein by this reference; and

WHEREAS, on or about June 9, 2025, the City made a written offer to acquire the Interests to the record owners of the Property at an amount that was not less than the appraised fair market value in compliance with Government Code Section 7267.2(a), and the owners of the Property have not accepted said offer or otherwise conveyed the Interests to the City as of the date of this Resolution; and

WHEREAS, on July 21, 2025, a Notice of Intent to Adopt a Resolution of Necessity for Acquisition of the Interests in certain real property identified as Assessor's Parcel No. 949-130-050 (a copy of which is attached hereto as Exhibit "C" and incorporated by this reference) was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an ownership interest in the Property, and to the address appearing on said Roll, which Notice of Hearing advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

WHEREAS, the hearing that was the subject of said Notice of Hearing was held on August 19, 2025, at the time and place stated therein and all interested parties were given an

opportunity to be heard on the following matters:

(a) Whether the public interest and necessity require the Project;
(b) Whether the Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury;
(c) Whether the Interests proposed to be acquired are necessary for the Project;
(d) Whether an offer meeting the requirements of Government Code Section 7267.2 has been made to the owner or owners of record;
(e) Whether all other prerequisites for the exercise of eminent domain to acquire the Interests have been met; and

WHEREAS, the City Council, as a result of such hearing, has determined that the public health, safety, and welfare require the City to acquire the Interests in the Property for the stated purposes.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby does find, determine, and declare based upon evidence presented to it as follows:

Section 1. The staff report presented regarding this matter at the August 19, 2025, hearing is incorporated herein by this reference. The facts referenced in the staff report and the recitals above are found to be true and are incorporated herein by this reference. The findings made by the City Council herein are supported by substantial evidence contained in the record of this proceeding.

Section 2. The street right-of-way to be acquired is located within the City of Murrieta, County of Riverside, State of California, Assessor's Parcel No. 949-130-050, comprising a total of 2,060 square feet, is described in Exhibit “A” and depicted in Exhibit “B”.

Section 3. The public interest, convenience, and necessity require the Project to accommodate growth and development and provide a required secondary emergency access road between Heirloom Court and Berlie Street. Currently, both Heirloom Court and Berlie Street have only a single route of access; however, in the event of an emergency, a second route of access may be made necessary by the emergency conditions. The Project consists only of the construction of a 30-foot-wide paved secondary emergency access road between Heirloom Court and Berlie Street. The Project will improve safety and emergency vehicle response times.

Section 4. The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Constructing an access road between Heirloom Court and Berlie Street is the only method of providing a secondary emergency access road between the two locations. Other considered alternatives would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for providing emergency access.

Section 5. The acquisition of the Interests in the Property is necessary for the Project because without the Interests, the Project cannot be completed. Acquisition of the Interests is expressly authorized by Section 19 of Article 1 of the California Constitution, California Code of

Civil Procedure Sections 1240.010 through 1240.050 and Government Code Sections 37350, 37350.5, 37353, and 40404.

Section 6. The City hereby finds that it can be seen with certainty that the Project falls within the common-sense exception to the California Environmental Quality Act, as described in Title 14 of the California Code of Regulations, section 15061(b)(3), because the Project does not have the potential to cause a significant effect on the environment due to the small amount of roadway to be constructed and the fact that the road is only for emergency use, not for public use.

Section 7. The offer required by Government Code Section 7267.2 has been made to the owners of record of the Property, by way of letter dated June 9, 2025, and the owners of record of the Property have not accepted the City's offer or made an acceptable counter offer.

Section 8. The City hereby declares its intent to acquire the Interests in the portion of the Property described in Exhibit "A" in the City's name, in accordance with the provisions of the law of the State of California and finds that all conditions, statutory requirements and prerequisites to the exercise of eminent domain to acquire the Interests described herein and the Project have been complied with by the City.

Section 9. The law firm of Aleshire & Wynder, LLP, is hereby authorized and directed to prepare, institute, and prosecute in the name of the City such proceedings, in the Court having proper jurisdiction thereof, as may be necessary for the acquisition of the Interests in a portion of the Property in accordance with the provisions of the California Eminent Domain Law and the Constitution of California. Said counsel are also authorized and directed to obtain any necessary order of the Court granting the City the right of immediate possession and occupancy of the Property.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Murrieta this 19th day of August, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MURRIETA)

I, CRISTAL MCDONALD, City Clerk of the City of Murrieta, California, do hereby certify that Resolution No. 25-4883 was adopted by the City Council of the City of Murrieta at a regular meeting held on the 19th day of August, 2025, and that the same was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Cristal McDonald, City Clerk

EXHIBIT "A

LEGAL DESCRIPTION OF EMERGENCY VEHICLE AND PEDESTRIAN ACCESS EASEMENT

EXHIBIT "A"

EMERGENCY VEHICLE AND ACCESS EASEMENT DEDICATION

THAT PORTION OF LOT 7 OF TRACT MAP NO. 30435, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 413, PAGES 97 THROUGH 99 INCLUSIVE OF TRACT MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEASTERLY 30.00 FEET OF SAID LOT 7, SAID 30.00 FEET BEING MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT 7.

CONTAINING AN AREA OF 2,060 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY: 8-01-2022

REGISTERED PROFESSIONAL ENGINEER
JOHN B. ROGERS
No. 22428
CIVIL
STATE OF CALIFORNIA

IE SURVEY & ENGINEERING, INC.
41146 ELM STREET, SUITE G
MURRIETA, CA 92562
T: (951) 698.1830
E: INFO@IESURVEYANDENG.COM

APN: 949-130-050

PAGE 1 OF 1
IESE JN: 22009

EXHIBIT "B"

PLAT MAP FOR EMERGENCY VEHICLE AND PEDESTRIAN ACCESS EASEMENT DEDICATION

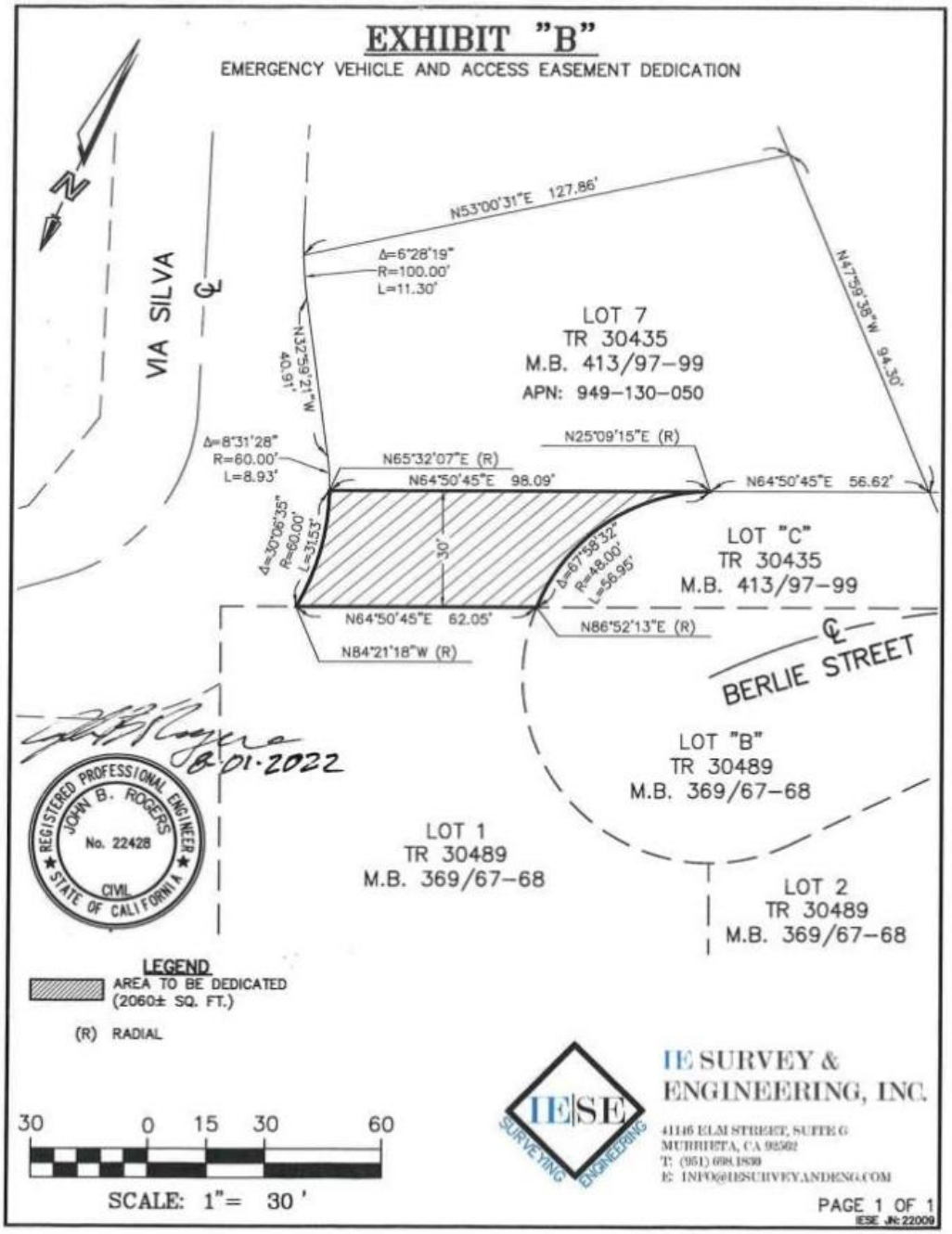

EXHIBIT "C"
NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY

Aleshire & Wynder

Jonathan Belaga | jbelaga@awattorneys.com
p (951) 241-7338 | d (510) 319-7288 | awattorneys.com

July 21, 2025

Koroush Khalighi and Parvin Khalighi, Trustees
1768 Zinfandel Ct. W
Easton, PA 18045-5441

Re: Heirloom Court and Berlie Street Emergency Access Project
24712 Via Silva, Murrieta, CA 92562
Assessor Parcel No. 949-130-050

NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY

Dear Property Owners:

This firm serves as the City Attorney's Office for the City of Murrieta. On June 9, 2025, the City of Murrieta (the "City") made an offer to purchase an easement over portions of the property identified as Assessor's Parcel Number 949-130-050 in the City of Murrieta, California, located at 24712 Via Silva, Murrieta, CA 92562 (Lot 7 of Tract 30435 as shown by map on file in Book 413, Pages 97 to 99 inclusive of Maps recorded in the office of the County Recorder of the County of Riverside), County of Riverside, California. The City reiterates its previous offer of $36,100.00, subject to the conditions stated in the offer.

You are also hereby notified that the City intends to consider the adoption of a resolution of necessity authorizing acquisition of said easement over the property by eminent domain. The City's governing body will consider that resolution at a meeting to be held at the following time and place:

Date: **August 19, 2025**
Time: **6:00 p.m.**
Location: **Council Chambers, 1 Town Square Murrieta, CA 92562**

You have the right to appear at the meeting and be heard on the following issues:

1. Whether the public interest and necessity require the project;

2. Whether the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;

3. Whether the interests sought to be acquired are necessary for the project;

4. Whether the offer required by Section 7267.2 of the *Government Code* has been made to the owners(s) of record; and

5. Whether the offer required by Section 7267.2 of the *Government Code* was made in the form and substance required by law.

NOTICE: If you fail to file a written request to be heard at the hearing within 15 days after the date of this letter, then the City may decide not to hear or consider any evidence which you may have to present. Please also be advised that if you do not appear and present information to the City at the hearing you may be precluded from later challenging the City's authority to acquire the interests through its use of the power of eminent domain. Information may be presented in writing if it is received before the hearing.

Neither the pendency of the City's consideration of the resolution of necessity, nor the initiation of formal eminent domain proceedings, in any way prevents negotiations from occurring for the acquisition of said property, and the City will be most willing to engage in such negotiations.

If you have any comments or questions, please do not hesitate to contact me at (510) 319-7288 or Justin Clifton, City Manager, at (951) 461-6010.

Thank you for your cooperation in this matter.

Very truly yours,

ALESHIRE & WYNDER, LLP

Jonathan Belaga

JB:JB

cc: Justin Clifton, City Manager (via email)
Bob Moehling, Director of Public Works (via email)
Jeff Hitch, City Engineer (via email)
Tiffany Israel, City Attorney (via email)

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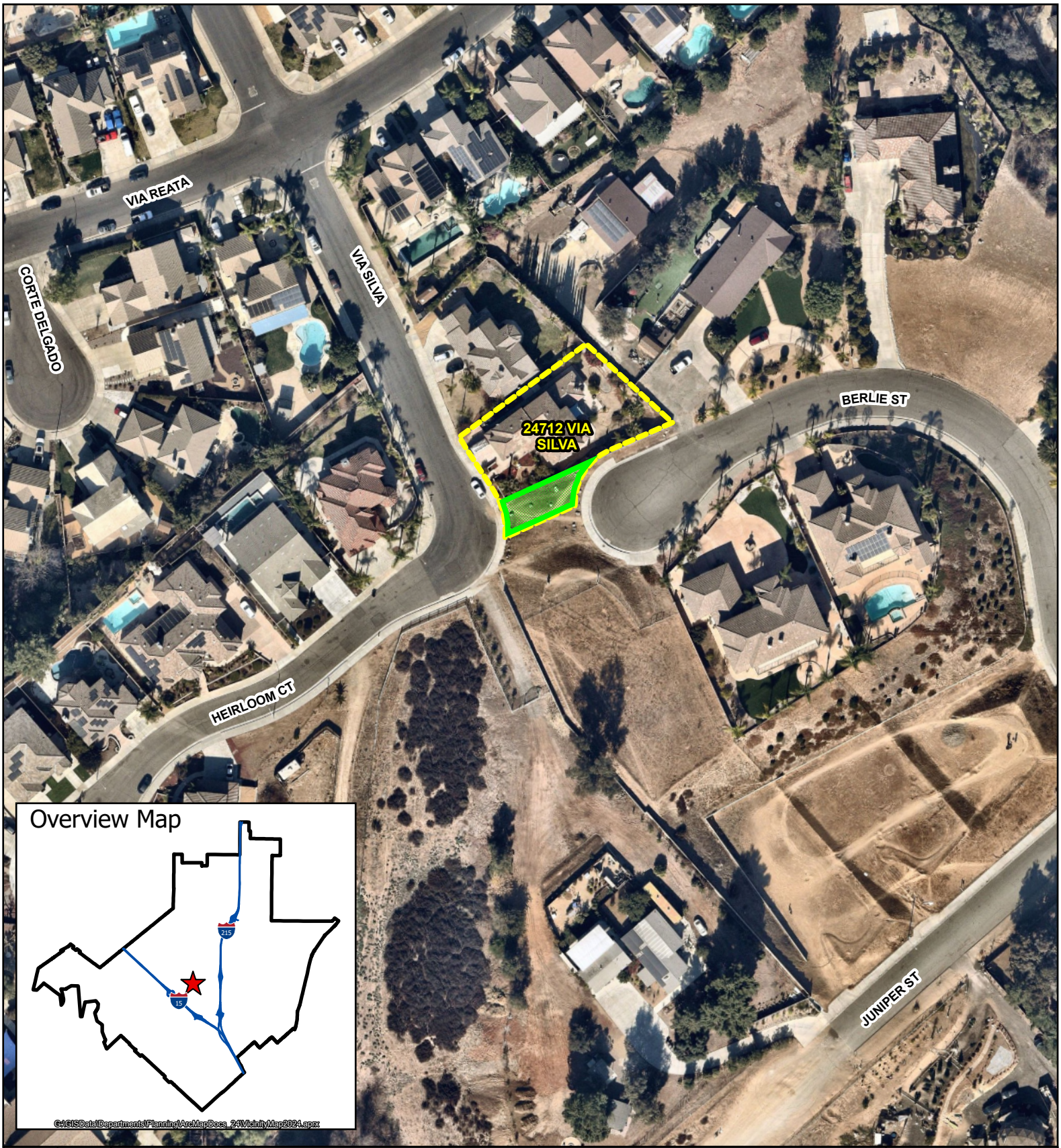

24712 Via Silva - 30' Wide Easement between Heirloom Ct & Berlie St

7/23/25

0 100 200 Feet

Vicinity Map

APN: 949-130-050

720

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 22.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Jeff Hitch, City Engineer

SUBJECT:
Engineering Design Services for the Keller Road at I-215 Interchange Project, CIP No. 8449

RECOMMENDATION

Approve the Agreement for engineering design services for the Keller Road at I-215 Interchange, Capital Improvement Plan (CIP) No. 8449, with Mark Thomas & Company, Inc., in the amount of $1,837,160.59;

Authorize a 10% engineering design contingency of $183,716; and

Authorize the City Manager to execute the Agreement and any amendments to the Agreement not-to-exceed 10% of the contract amount.

PRIOR ACTION/VOTE

On July 18, 2018, the City Council adopted Resolution No. 18-3952, approving Amendment No. 8 to the Design Engineering Services Agreement with Jacobs Engineering, Inc. (Vote: 5-0).

On June 3, 2025, the City Council adopted Resolution No. 25-4836, approving the Capital Improvement Plan budget for Fiscal Year 2024/25, and the Fiscal Year 2024/2025 to 2028/29 Capital Improvement Plan, which included the Keller Road at I-215 Interchange project, CIP No. 8449 (Vote: 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

The Keller Road at Interstate 215 (I-215) Interchange project, CIP 8449, is a top City infrastructure priority project. The project was initiated in 2010 and proposes to construct a new interchange one (1) mile south of the existing Scott Road Interchange on I-215. At that time, the construction cost was estimated at $12,000,000.

Jacobs Engineering Group (JEG) has completed the project's design work to date, which includes the

completion of the Project Initiation Document and Preliminary Environmental Analysis Report , as well as continuing work on the Project Approval/Environmental Documentation (PA/ED) documents. The PA/ED was stalled as a result of Caltrans requiring the completion of an Environmental Impact Report (EIR) due to the State's reliance on Vehicle Miles Traveled (VMT) analysis and other cumulative impact studies. JEG also prepared the Plans, Specifications, and Estimates (PS&E) documents up to the 65% level, which were submitted to Caltrans in June 2025, to begin the review and approval process.

Caltrans approved the Draft Project Report and Draft Environmental Document (DED) in June 2025. The DED was made available for public review via a Notice of Availability of an Environmental Assessment . An open forum hearing was held at City Hall on July 8, 2025, with five (5) residents attending and providing verbal comments. The closure of the public review period occurred on July 29, 2025. JEG will address all comments submitted during the public review period, which will allow Caltrans to submit the DED to the Federal Highway Administration for review and approval. JEG will continue to facilitate the approval of the DED, at which point the environmental document will be deemed complete and will obtain the status of a Final Environmental Document (FED). After the FED approval, the City's agreement for engineering services with JEG will be deemed complete and terminated.

The City decided to open the next phase of the project design process to all qualified design firms. The required tasks are to complete the final design, including advancing the 65% PS&E documents to 100% status, complete right-of-way engineering, and provide construction design support.

On April 17, 2025, the City advertised a Request for Qualifications (for the final engineering design services for the project via PlanetBids. The City received four (4) Statements of Qualifications and sealed proposals on May 15, 2025. The Engineering Division formed a four (4) person review panel, including Caltrans, the City of Menifee, and two (2) members of the Engineering team, to review and score the SOQs. The panel selected Mark Thomas & Company, Inc. (MTC) as the most qualified firm. MTC is a full-service, multi-disciplinary consulting corporation that specializes in planning and designing Caltrans interchanges, complete streets, and multi-modal connectivity projects. After negotiations with MTC, staff settled on the remaining scope of work outlined in the Agreement for a fee of $1,837,160.59. Staff recommends approving a 10% contingency in the event of minor additions that would be subject to approval by the City Manager.

FISCAL IMPACT

Funding in the amount of $1,837,160.59, plus a ten percent (10%) contingency of $183,716, is available in CIP No. 8449. The funding necessary for this agreement is made up of $1,600,545 available in Fund 380 State Transportation Improvement Program and the remaining $420,331.59 available in Fund 128 DIF-Freeway.

ATTACHMENTS

1. Agreement with Mark Thomas & Company, Inc.

AGREEMENT BETWEEN THE CITY OF MURRIETA
AND
MARK THOMAS AND COMPANY, INC.

Project Name/Description ("**Project**"): I-215/Keller Road Interchange, CIP No. 8449

Contract Number:

Consultant Name ("**Consultant**"): Mark Thomas & Company, Inc.

Consultant Business Type: Corporation

Consultant Address: 4200 Concours Street, Suite 330, Ontario, CA 91764

Consultant Representative Name and Title ("**Consultant Representative**"): Zach Siviglia, PE / President

Consultant Representative Work Phone and Email: (909) 291-7246 / zsiviglia@markthomas.com

Termination date: June 30, 2028

Total Not-To-Exceed Contract Amount ("**Contract Sum**"): $1,837,160.59

City Department Contact ("Department Contact"): Robert K. Moehling, Director of Public Works

Department Contact Work Phone and Email: (951) 461-6036 / bmoehling@MurrietaCA.gov

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

RECITALS

The City desires to contract with a Consultant to provide professional services, specifically construction management and inspection services, for the I-215/Keller Road Interchange Project, CIP No. 8449, as further set forth herein.

The City circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to City to provide the above-described professional services.

City Staff has reviewed all the proposals and, after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

AGREEMENT FOR PROFESSIONAL SERVICES
WITHIN THE CITY OF MURRIETA ("CITY")

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into as of the effective date executed by the City by and between CITY OF MURRIETA, a California municipal corporation ("**City**") and Mark Thomas Company Inc., a California municipal corporation ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**." In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

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

1.2 Consultant's Proposal. The Scope of Services shall include the scope of services or work included in Consultant's proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of City and any federal, State, or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

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

indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed or imposed against City hereunder.

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

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

1.7 Prevailing Wages. If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq*. and California Code of Regulations, Title 8, section 16000 *et seq*., and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq*. and 1810 *et seq*., and all other applicable laws. Pursuant to section 1773 of the Labor Code, 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 Agreement, from the 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. Consultant shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, Consultant shall comply with the provisions of sections 1773.8, 1778 1755, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws. Consultant 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 Agreement, by Consultant or by any sub-consultant under Consultant, in violation of the provisions of this Agreement.

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

1.9 Monthly Written Reports. The Consultant shall prepare and submit to the City's Department Contact, a monthly written report specifying the activities of Consultant pursuant to this Agreement. Consultant shall prepare the monthly written report in a format acceptable to the City and submit it by the second Friday of each month.

1.10 Disadvantaged Business Enterprise (DBE) Participation.

A. Consultant, subrecipient (City), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the City shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is Consultant's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the Consultant is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the City in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this Agreement is **22%**. Participation by DBE Consultant or subconsultants shall be in accordance with information

contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Agreement in Exhibit G. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):
Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying Consultant from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the City's written consent. Consultant shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the City. Unless the City's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the Agreement, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the City:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The City stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the City's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The City determines other documented good cause.

Consultant must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the Consultant's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the City. The written notice to the DBE must request they provide any response within five (5) business days to both the Consultant and the City by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, Consultant may move forward with the request as if the DBE had agreed to Consultant's written notice.
3. Submit Consultant's DBE termination request by written letter to the City and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - Consultant's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Consultant's written notice
    - The DBE's response to Consultant's written notice, if received. If a written response was not provided, provide a statement to that effect.

The City shall respond in writing to Consultant's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the City's written authorization of DBE termination request, Consultant must obtain the City's written agreement for DBE replacement. Consultant must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the City which must include:
   a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
   b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
      - Description of scope of work and cost proposal
      - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
      - Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If Consultant has not identified a DBE replacement firm, submits documentation of Consultant's GFEs to use DBE replacement firms within seven (7) days of City's authorization to terminate the DBE. Consultant may request the City's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
   - Search results of certified DBEs available to perform the original DBE work identified and or other work Consultant had intended to self-perform, to the extent needed to meet DBE commitment
   - Solicitations of DBEs for performance of work identified
   - Correspondence with interested DBEs that may have included contract details and requirements
   - Negotiation efforts with DBEs that reflect why an agreement was not reached
   - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
   - Copies of each DBE's and non-DBE's price quotes for work identified, as the City may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
   - Additional documentation that supports Consultant's GFE

The City shall respond in writing to Consultant's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The City's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The City shall request Consultant to:

1. Notify the City's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subconsultant
    - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If Consultant is a DBE Consultant, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to the City. On work completion, Consultant shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the City within 30 days of contract acceptance.

Upon work completion, Consultant shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the City within 90 days of contract acceptance. The City will withhold $10,000 until the form is submitted. The City will release the withhold upon submission of the completed form.

In the City's reports of DBE participation to Caltrans, the City must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities

by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

Consultant must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

Consultant must provide written notification to the City at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, Consultant shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

Consultant must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. Consultant must submit to the City these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

Consultant must notify the City immediately if they believe the DBE may not be performing a CUF.

The City will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional City evaluations. The City must evaluate DBEs and their CUF performance throughout the duration of a Contract. The City will provide written notice to the Consultant and the DBE at least two (2) business days prior to any evaluation. The Consultant and the DBE must participate in the evaluation. Upon completing the evaluation, the City must share the evaluation results with the Consultant and the DBE. An evaluation could include items that

must be remedied upon receipt. If the City determines the DBE is not performing a CUF, the Consultant must suspend performance of the noncompliant work.

Consultant and DBEs must submit any additional CUF related records and documents within five (5) business days of City's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If Consultant and/or the City determine that a listed DBE is not performing a CUF in performance of their DBE committed work, Consultant must immediately suspend performance of the noncompliant portion of the work. City may deny payment for the noncompliant portion of the work. City will ask the Consultant to submit a corrective action plan (CAP) to the City within five (5) days of the noncompliant CUF determination. The CAP must identify how the Consultant will correct the noncompliance findings for the remaining portion of the DBE's work. City has five (5) days to review the CAP in conjunction with the Consultant's review. The Consultant must implement the CAP within five (5) days of the City's approval. The City will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, Consultant may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name

and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the Consultant must now submit Exhibit 9-P to the City administering the contract. If the Consultant does not make
any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 **Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference, on a time and materials basis, not to exceed the Contract sum of One Million Eight Hundred Thirty-Seven Thousand One Hundred Sixty Dollars and Fifty-Nine Cents ($1,837,160.59). Compensation may include reimbursement for actual and necessary expenditures, if specified in the Schedule of Compensation and approved by City in advance. Reimbursement for Other Direct Costs (ODC), materials testing, and survey costs shall not exceed the rates specified in the approved Cost Proposal as outlined in Exhibit C.

2.2 **Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, Consultant shall submit to City, in a form approved by City's

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

2.3 Retention of Record / Audit.

For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. City, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

2.4 Audit Review Procedures.

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

D. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
   1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO)

Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

3. If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. Consultant may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

2.5 Subcontracting.

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the City for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly

employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from the City's obligation to make payments to the Consultant.

B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the City Contract Administrator, except that which is expressly identified in the Consultant's approved Cost Proposal.

C. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.

D. Consultant shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Consultant by the City.

E. Any substitution of Subconsultants must be approved in writing by the City Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the City from progress payments due to Consultant. Consultants and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval.

Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontract performance, or noncompliance by a subconsultant.

2.6 Additional Services. If City desires any additional services ("Additional Services"), Consultant may, upon written request by the City, furnish a proposal including an itemized statement of the estimated cost of the Additional Services. The City may modify or alter the proposal, reject the proposal in its entirety, or direct the submission of a new proposal which may be accepted, altered, or rejected at its sole discretion. Upon written approval of any Additional Services, including costs by Consultant and City, Consultant shall perform the Additional Services, and City will pay Consultant the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of Consultant showing the basis of said claims, certified by proper officers of Consultant.

2.7 Evaluation of Consultant.

Consultant's performance will be evaluated by City. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

2.8 Prompt Payment.

A. PROMPT PAYMENT FROM CITY TO CONSULTANT

The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Consultant on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Consultant, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

(1) The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The City must return any payment request deemed improper by the City to the Consultant as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the Consultant must now submit Exhibit 9-P to the City administering the contract by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The City must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The City must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Consultant

ARTICLE 3. PERFORMANCE SCHEDULE

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

3.2 **Term.** The Agreement shall commence and become effective upon the date executed by the City and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both Parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

3.3 **Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.4 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

3.5 Safety.

A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City Safety Officer and other City representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

ARTICLE 4. COORDINATION OF WORK

4.1 Representative of Consultant. The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability, and reputation of the representative were a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Department Contact for the City. The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

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

4.4 Independent Contractor. Neither City, nor any of its officers, employees, or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents, or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents, or subcontractors, are officers, employees, or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents, or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents, or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

4.5 Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder, nor may any interest in this Agreement be transferred or assigned. No approved transfer shall release

Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverage. Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 Indemnification.

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

(b) The indemnity obligation herein shall be binding on successors, assigns, and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so, Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2.2) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's

negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error, or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

5.3 **Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 **Insurance Coverage.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder, or for the period required by law, whichever is greater. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law, including but not limited to the California Public Records Act. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs, showing the name and business address of each DBE or vendor and the total dollar amount actually paid, regardless of tier, along with the date of payment and the total dollar figure paid to

all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

6.2 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

6.3 Confidentiality and Release of Information. All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City's Contract Manager. Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs, and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct. Consultant shall advise City of any and all materials used, or recommended for use, by Consultant to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Consultant fails to so advise City and, as a result of the use of any programs or materials developed by Consultant under this Agreement, City is found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify and hold harmless City against any action or claim brought by the copyright holder. As concerning, regarding, or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents, or subcontractors be

served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding; and c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant; however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Suspension, Termination, Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon fifteen (15) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In the event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 Default of Consultant and Opportunity to Cure. In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall,

when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity, or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein. No retainage will be withheld by City from progress payments due to the Consultant. Retainage by the Consultant or subcontractors is prohibited, and no retainage will be held by the Consultant from progress due subcontractors. Any violation of this provision shall subject the violating Consultant or subcontractor to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by the Consultant or deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE Consultants and subcontractors.

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

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

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

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

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

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

8.2 Conflict of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Prior to execution of this Agreement, Consultant shall disclose in writing to City any and all compensation, actual or potential, which Consultant may receive in any form from a party other than City as a result of performance of this Agreement by Consultant. If Consultant becomes aware of the potential for such compensation subsequent to the execution of this Agreement, Consultant shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or services for purchase by the City, Consultant shall disclose any financial interest that Consultant may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

8.3 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure 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. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq*.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 CFR, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

8.4 National Labor Relations Board Certification.

In accordance with Public Contract Code §10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

8.5 Debarment and Suspension Certification.

A. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of

   ineligibility by any federal agency;
   2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
   3. Does not have a proposed debarment pending; and
   4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to

whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

8.6 Prohibition of Expending City, State, or Federal Funds for Lobbying.

A. The Consultant certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this 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 Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

D. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

8.7 Rebates, Kickbacks or other Unlawful Consideration. The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

8.8 Non-Discrimination Clause and Statement of Compliance.

A. The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

G. The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will

implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the City components of the DBE Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 **Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta, California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.

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

9.4 Integration; Amendment. This Agreement, including the attachments hereto, is the entire, complete, and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements, and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.

9.5 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

9.7 Corporate Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

9.8 Federal Funding. As federal funding is being utilized to fund part of the Project, as indicated on the Cover Page of this Agreement, the terms of Exhibit F are hereby incorporated herein by this reference.

9.9 Cost Principles and Administrative Requirements.

A. The Consultant agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the Consultant to City.

D. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

9.10 Contingent Fee. Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, City has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9.11 Equipment Purchase.

A. Prior authorization in writing by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in Consultant's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by City's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

1. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or

sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

9.12 Evaluation of Consultant. Consultant's performance will be evaluated by the City. A copy of the evaluation will be sent to Consultant for comments. The evaluation, together with the comments, shall be retained as part of the Agreement record.

9.13 Non-liability of City Officers and Employees. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City governing board that may affect the provisions, terms, or funding of this Agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. City has the option to void the Agreement under the termination clause pursuant to Section 7.2, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

ARTICLE 10. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Title VI Assurances. In addition, the consultant must include the Title VI Assurances in all subcontracts to perform work under the contract.

10.1 Compliance with Non-Discrimination Regulations. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows; a) compliance with Regulations, Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement; b) nondiscrimination, Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the

grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in the regulations, solicitations for sub-agreements, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin; d) information and reports, Consultant shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or FHWA to be pertinent to ascertain compliance with such regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information, e) sanctions for noncompliance, in the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the City shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii) cancellation, termination, or suspension of the Agreement, in whole or in part, f) incorporation of provisions: Consultant shall include the provisions of paragraphs (a) through (f) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the City or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the City enter into such litigation to protect the interests of the City, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

10.2 Nondiscrimination Statutes and Authorities. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including, but 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); and 49 CFR Part 21.

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*.), (prohibits 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);

Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

[SIGNATURES ON THE FOLLOWING PAGE]

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By:_____
Justin Clifton, City Manager

ATTEST:

Effective Date:

_____
Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Tiffany Israel, City Attorney
Date:

CONSULTANT:

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

By:_____
Name:
Title:
Date:

By:_____
Name:
Title:
Date:

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Provide professional services to complete the plans, specifications, and estimates (PS&E), right of way engineering, and construction design support for Alternative 5 for the I-215/Keller Road Interchange project as described in the Proposal/Scope of Services from Mark Thomas & Company, Inc., included as part of this agreement.

II. In addition to any other requirements of this Agreement, during the performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status of reports:

Regular project schedule updates, progress submittals, bi-monthly progress meetings, monthly progress meetings.

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by the City.

IV. Consultant will utilize the following personnel to accomplish the Services:

Zach Siviglia, PE; Darin Johnson, PE; Alan Su, PE; Paul Mattica, PE; Lynn Odgiiv, SE; Tyler Hodge, PE; Dave Moritza, PLS; Julie Beeman, VCS; Earth Mechanics, Inc. (consultant); LN Consulting (consultant); LIN Consulting (consultant); Safeprobe (consultant); VCS (consultant)

SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT

Task 1.1. Project Management

This task will include ongoing general project management activities.

Mark Thomas will maintain project files in electronic format in conformity with Caltrans' Uniform Filing System. A correspondence and submittal log will be used to track correspondence, submittals and other significant project data.

Mark Thomas will provide support and participate in coordination and presentations to the City of Murrieta and as necessary.

Task 1.2. Monthly Project Team Meetings (10)

Mark Thomas will lead the overall coordination effort with the project team in consultation with and under the direction of the City assigned Project Manager. Mark Thomas will schedule, prepare for, and attend project team meetings with City and Caltrans to share project information, make decisions, assign project tasks, and identify items critical to project delivery. Key team members will be present at each team meeting depending on the items to be discussed. Mark Thomas will prepare and distribute agendas prior to each meeting and prepare meeting minutes with action items within one week after the meeting. It is assumed there will be approximately 10 PDT meetings held in a virtual format. Additional focus meetings will be held as necessary.

Task 1.3. Monthly Schedule Updates (10)

Mark Thomas will develop a milestone schedule and incorporate the activities in an overall schedule for the project. The project schedule should show all the expected sequence of tasks and subtasks and include durations for the performance of each task, subtask, milestones, submittal dates and review periods for each submittal. Working with the City Project Manager and other project team members, Mark Thomas shall prepare, maintain and use a critical action items list to monitor project progress and to implement recovery action plans.

Task 1.4. Stakeholder Meetings / Other Coordination (1)

Mark Thomas will develop project presentation materials for up to one (1) presentation to be given at a City Council meeting or Stakeholder workshop. Mark Thomas Project Manager (PM) and Principal-in-Charge (PIC) will attend the presentation. Project presentation materials will include a PowerPoint presentation and exhibits compiled from existing project information.

Task 1.5. QC Plan / Program

Mark Thomas will implement established Quality Assurance (QA) Procedures, which includes performing Quality Control (QC) and QA Audits for the project. The QA/QC program is overseen by a companywide QA Manager, whose role is to implement companywide QC standards, confirm and audit QC procedures on projects, and to verify that all finished products meet the current standard of practice.

Independent QC reviews will be performed at each level of completion by an experienced staff member not directly involved with the project. QC Checklists specific to the discipline involved in creating the deliverable will be used, with comments, responses by the design team, and verification of implementation fully documented.

QA audits will be performed at major milestones at least twice on the project by a QA Auditor, who is not directly involved with the project. The QA Audits will review all records of QC on the project and will provide feedback to the

PM and PIC. QA Audits review everything from completions of QC reviews to project budget, schedule, incorporation of client and stakeholder comments, and other tasks pertinent to the successful completion of the work on time and within budget.

Task 1.6. Outreach and Public Meetings (1)

Mark Thomas will prepare and attend one (1) open house style public meeting to provide a project update to the public and obtain feedback on final design elements. Mark Thomas will prepare and produce the exhibits for the meeting.

DELIVERABLES

- Monthly Project Progress Reports/Invoices
- PDT Meeting Agendas, Minutes, and Action Items Lists, Data Request Log, Design Decision Log (Kick Off and 9 Meetings)
- General Meeting/Outreach and/or Public meeting Agendas, Minutes, Action Items, and/or presentation slides (PDF/MS PPT - 2 meetings)
- CPM Design Schedule / Risk Register (PDF)
- QC Plan (PDF)

TASK 2. FIELD SURVEY

Task 2.1. Field Visits and Research

Mark Thomas will field walk site and inventory visible utility, topography, drainage, and other notable features. Additionally, Mark Thomas will generate field notes and a 360-degree photograph log with GIS mapping link.

Prior to commencing any surveying/boundary retracement activities, Mark Thomas will secure available research from the City of Murrieta, County of Riverside, Riverside County Flood Control and Water Conservation District (RCFC & WCD) and any project information supplied by the City. The following is included as part of this scope of services:

1. Secure vesting deeds and review to establish ownership of all recorded interests, including fee ownership of Impacted properties as identified in the Project Understanding.
2. Review Preliminary Title Reports. An allowance of $1,000 has been established to acquire an anticipated twenty-six (26) Title Reports.
3. Secure available Parcel Maps/Tract Maps/Records of Survey/Corner Records and other record mapping from the Riverside County Surveyor.
4. Request from the City of Murrieta and Riverside County any available documentation showing centerline monument ties, benchmarks, roadway vacation documents, as-built improvement plans, and building and safety related permits/land covenants.
5. Secure records/roadway and drainage as-builts (as made available).

Task 2.2. Supplemental Survey

Once the geometrics are refined utilizing the aerial mapping, Mark Thomas will perform supplemental design survey using a combination of stationary LiDAR, conventional Total Station, differential levels and global positioning system (GPS) procedures to locate all hardscape, drainage features, utility facilities, break lines, driveways, and other pertinent features to produce accurate elevations and horizontal coordinates with tolerance of +/- ½”:

The design survey data collected from this phase will be downloaded, processed and tied to the horizontal and vertical control established for the Project. Mark Thomas will generate a Final Topographic Survey Base Map at 1” = 50’ scale.

Mapped features will generally include edge of pavement/curb and gutter/sidewalk, driveways, parking features, roadway crown, toes/tops, landscape features such as monument signs/irrigation control valves/significant vegetation and trees, manholes, drop inlets, walls, signs, utility/light/signal poles, above ground utility service facilities, storm drain facilities, and other visible improvements at the surface elevation. Break lines will be collected along all mapped improvements listed above to create continuous contours with a 1.0' interval and a Digital Terrain Model (DTM).

Task 2.3. Right of Way Base Maps (LandNET) (OPTIONAL)

Mark Thomas to prepare preliminary right of way basemap based on GIS linework and calculated record data.

Mark Thomas will deploy field crews to locate centerline, right of way, jurisdictional limits and impacted property corner monumentation within the Project Limits and retracement area generally shown below. Mark Thomas will review and analyze the property records, easements, corner records, record maps, centerline ties, and as-built information obtained. Mark Thomas will then delineate the street centerlines and right of way within the project area.

Mark Thomas will do a boundary retracement determination on up to twenty-six (26) property acquisition parcels and will plot easements within said parcels per Preliminary Title Reports acquired.

All results will be depicted in a Land Net Base Map and distributed to the project team to be used as the basis of existing street centerlines, rights of way, easements and property lines used in all property acquisition efforts. Land Net Base Map will also Include grid markers demonstrating 100-foot Intervals along the California State Plane Coordinate system NAD83 for northing and easting coordinates. A Monument PNEZD Summary Table will be provided illustrating all found monumentation and any control set along the corridor with corresponding survey point numbers, northings, eastings, elevations, and a detailed description of the monuments/control points.

DELIVERABLES

- 360-degree photograph log with GIS mapping link
- Project Control, Report and Control Diagram (PDF)
- Digital Terrain Model (DTM) and/or Supplemental Survey Points (ACAD Civil 3D) (OPTIONAL)
- Boundary Retracement for Caltrans Basemaps (LandNET) (OPTIONAL)
- Preliminary Title Reports (PDF) (OPTIONAL)

TASK 3. UTILITY COORDINATION

Task 3.1. Utility Coordination Meetings (all utilities)

Mark Thomas will provide final utility coordination for the project. Utility coordination services will be conducted in general conformance with Caltrans Local Assistance and Utility Relocation Manuals, and applicable local agencies and utility owners' requirements.

Task 3.2. Utility Coordination Letters

Mark Thomas will work with the City and Caltrans to finalize all utility agreements and certifications. This will include preparing Utility "B" and "C" letters along with Notice to Owners, Reports of Investigations, and Utility Agreements to satisfy Caltrans requirements. Once completed, Utility Certification packages will be sent to the City and Caltrans for approval and included in the Right of Way Certification package.

Task 3.3. Utility Research

Mark Thomas will obtain utility as-builts.

Task 3.4. Preparation of Composite Utility Plan (OPTIONAL)

Mark Thomas will help the City with conceptual relocation plans.

Task 3.5. Potholes (subsurface investigation) (23)

SAFEPROBE shall provide subsurface exploration services as per the following:

1. Provide equipment, skilled personnel, trained technician and supplies necessary to perform utility location services (potholing), utilizing air/vacuum soil extraction method.
2. Provide electronic equipment, skilled personnel and trained technician if requested to perform electronic designation.
3. Contact Underground Service Alert (USA), mark areas for USA and coordinate with utility owners alerted by USA.
4. Soil will be air/vacuum extracted form the test holes to expose the utility to be measured, in such manner to insure the safety and integrity of the utility.
5. The disturbed areas will be restored, as neatly as reasonably possible to the condition prior to the soil extraction process.
6. Backfill and compact in 6" lifts maximum using original soil unless agency regulations require a special fill and provide cold patch pavement restoration or in-kind.
7. Provide the following information for each test hole:
    a. Utility will be measured to one tenth of a foot from existing ground to top of utility, identified as to type, location, and size of pipe.
    b. Located by nail placed in asphalt or flags where only soil exists.
    c. Photo of each exposed found utility
8. The location of the potholes will be as per drawings and plans from Client indicating the locations of the proposed potholes.

Task 3.6. Utility Certification (final plans, agreements, conflict resolution)

It is the burden of the utility owner to provide claims for relocation costs. To facilitate the determination of costs, Mark Thomas will work closely with the affected utility owners to develop relocation plans that will clear the project. Based on the existing rights of installation of each owner (easement, lease, permit, prior right), Mark Thomas will prepare our recommendations for liability split. In the event of disagreement on the liability split with the owner, these recommendations will be used for discussion with the Owner and Caltrans.

When the relocation plans are received, Mark Thomas will check the relocation design against the latest project plans for conflicts. Mark Thomas will then send a copy of the Final Plans (“C” Plans) along with a Notice to Owner (NTO) directing the utility company to initiate relocation construction. Based on the approved relocation plan from each owner and the agreed liability split, Mark Thomas will prepare Report of Investigations as required by the Caltrans Right of Way Manual.

DELIVERABLES

- Utility Coordination Meetings (up to 10)
- Utility Coordination Letters (PDF - ABC Letters)
- Utility Mapping matrix and research file (Excel)
- Utility Preliminary Relocation Layouts / Composite Utility Plan (PDF) (OPTIONAL)
- Report of Investigation Submittal (PDF)
- Potholing (up to 23)
- Utility Agreements (PDF and MS Word)
- Notice to Owners (PDF)

TASK 4. RIGHT OF WAY ENGINEERING (26 PARCELS)

Task 4.1. Right of Way Requirements Maps (OPTIONAL)

Mark Thomas will prepare a right of way needs map based upon right of way mapping to identify permanent and temporary right of way requirements. Mapping will identify necessary area for acquisition, existing underlying ownership information and impacts to existing easements as can be determined from available information. Land rights required for utility relocation (as best understood prior to final utility company prepared utility relocation plans) will also be depicted on the right of way requirements mapping (50 scale). The right of way requirements maps will be prepared in Caltrans format and submitted concurrently with the 95% PS&E and will be updated following any additional design refinements.

Task 4.2. Appraisal Maps

Mark Thomas to prepare Right of Way Appraisal maps based on the final Land Net mapping. The Right of Way Appraisal Map will identify the boundary of the Right of Way to be acquired based on the design engineers Right of Way requirements. Appraisal Maps show the acquisition parcels to be acquired, areas, types of estate to be acquired, and improvements. These maps are used for determining property values and severance damages, appraisal reports, right of way certification, and utility. It is assumed that the ROW Appraisal Map to be prepared by Mark Thomas will be up to one (1) sheet.

Task 4.3. Legal Descriptions and Plats

Mark Thomas will prepare up to twenty-six (26) Legal Descriptions and Plat map exhibits for impacted properties under the responsible charge of California Licensed Professional Land Surveyor.

DELIVERABLES

- Right of Way Requirements Maps (PDF) (OPTIONAL)
- Appraisal Maps (PDF)
- Legal Descriptions and Plats (PDF)

TASKS 5, 6 AND 7 PS&E

This task assumes an anticipated level of effort based on an 8-month project duration. If approval of PS&E documents exceeds this timeframe, then scope of work will be revisited.

The PS&E package will be prepared in conformance with Caltrans design and drafting standards. PS&E packages will be submitted at 95% (Task 5), 100% (Task 6), and Final (Task 7) stages of completion as described below. The Mark Thomas team will review comments from the 65% Roadway PS&E from the City and Caltrans and incorporate the comments into the 95% PS&E submittal.

The total plan package will be developed over a series of submittals with the following plan sheets comprising the final plan package:

Roadway and Electrical Plans
Approximate sheet count:

Sheet Description	Estimated Number of Sheets
Title Sheet	1
Typical Cross Sections	15
Key Map and Line Index	1
Project Control	1
Layouts	9
Profile and Superelevation Diagram	24
Construction Details	23
Contour Grading	9
Drainage Plans, Profiles and Quantities	16
Utility Plans	9
Construction Area Signs	1
Stage Construction, Traffic Handling and Detour Plans	18
Pavement Delineation Plans, Details and Quantities	10
Sign Plans, Details and Quantities	14
Summary of Quantities	2
Retaining Wall Plans	4
Erosion Control Plans, Details and Quantities	11
Electrical Plans, Details and Quantities	10
Total Sheets	178

Structures Plans
Mark Thomas will prepare structural calculations and plans for the Keller Rd Undercrossing (UC) widen selected bridge alternative and two Sub-Horizontal Ground Anchor (SHGA) retaining walls, one on either side of Keller Rd in front of Keller Rd UC abutment. For the purposes of this scope of work, it is assumed that a single span, cast-in-place, post-tensioned box girder is the preferred structure alternative.

Approximate sheet count:

Sheet Description	Estimated Number of Sheets
Keller Rd UC Widen	
General Plan	1
Index to Plans	1
Foundation Plan	1
Abutment 1 Layout	1
Abutment 2 Layout	1
Abutment Details	3
Typical Section	1
Girder Layout	1
Girder Details	2
Aesthetic Details	1

Miscellaneous Details	1
Log of Test Borings	2
Total Structure Sheets	17
Sub-Horizontal Ground Anchor Retaining Wall (RW 307 shown, RW 308 similar)	
General Plan	1
Index to Plans	1
Structure Plan	1
SHGA Details	1
Drainage Details	1
Miscellaneous Details	1
Log of Test Borings	1
Total Structure Sheets	7

Landscape and Irrigation Plans (OPTIONAL)
Approximate Sheet Count:

Sheet Description	Estimated Number of Sheets
Planting Legend	1
Planting Plan & Quantities	10
Irrigation Schedule	2
Irrigation Plans & Quantities	10
Total Sheets	23

Layout Sheets
Layout plans will follow Caltrans plan format. Typical cross sections, profiles and superelevation diagrams, and layouts will be provided. Construction details will be required for intersection and gore staking control.

Drainage Plans
Culverts, ditches, inlets, and other drainage features will be shown on the drainage plans. Drainage systems will be numbered with letters assigned to individual drainage items. Drainage profiles will be on separate sheets, followed by drainage details and drainage quantities. Details will be required for any City standards, including manholes.

Erosion Control Plans
Erosion control plans including planting requirements for biostrips and bioswales within the project limits will be prepared. Erosion control plans will be prepared in conformance with current Caltrans requirements.

Utility Plans
Utility plans will be prepared which depict mapped utility facilities at the time of the start of construction. Utility facilities to be relocated by the contractor will be shown, while facilities to be relocated by others will be shown. Utility plans will also include pothole locations. Any utility facilities that will be relocated prior to construction will be shown as an existing condition.

Stage Construction Plans
Mark Thomas will prepare stage construction plans to depict the elements associated with the construction staging approach, including:

- Identification of proposed facility/lane closures and work zone areas per stage.
- Identification of proposed detours required per stage.
- Location of construction area signs
- Temporary pavement delineation per stage.
- Location and limits of k-rail and crash cushions per stage.
- Construction notes indicating the major elements of construction to be completed per stage.
- Traffic handling notes that describe the proposed traffic handling procedures to be completed per stage.

Electrical Plans
LIN Consulting, Inc. (LCI) shall be responsible for the design of lighting systems for the proposed I-215 freeway merger (on ramps) and diverging (of ramps) from Keller Road within the project limits and redesigning existing bridge soffit lighting impacted by I-215 road widening. This includes coordination with SCE, providing power, and new service cabinets where required.

The lighting design shall meet Caltrans Specifications for lighting levels, and design for the installation of conduit, junction boxes, and wiring as necessary to provide power to new luminaires.

Ramp Metering Systems
LCI shall prepare ramp metering design plans for I-215 northbound and southbound on ramps.

Construction Cost Estimates
Mark Thomas will prepare an itemized engineer's estimate at all submittal stages of the project. The format will be similar to the Caltrans AASHTOWare format. The unit costs will be determined by reviewing similar recent project bid summaries, recent similar Caltrans Contract Cost Data book, the California Highway Construction Cost Index information and reviewing the Caltrans ESC site for unit costs.

Cost Estimate Certification
Mark Thomas will prepare the Cost Estimate Certification as required by the Caltrans RTL Guide.

Special Provisions
Mark Thomas will develop project special provisions using the current Caltrans Standard Special Provisions during the design phase. The special provisions will be prepared using Microsoft Word. Special Provisions will be submitted at the 95% and 100% submittals. It is assumed the City will provide the boilerplate contract language to be included in the specifications at the 95% submittal.

Constructability Review
Mark Thomas will perform an internal constructability review satisfying Caltrans' requirements. The review will be performed by construction management staff who are independent of the project design team. Constructability Review comments provided by Caltrans will also be addressed. Comments will be documented and resolved as part of the 100% submittal.

Structure Calculations and Structure Independent Check
Mark Thomas will perform structure design calculations, which will be in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition with the California Amendments and Caltrans Seismic Design Criteria, Version 2.0. The 2024 Caltrans Standards and current versions of the Caltrans Structure Technical Policies and Bridge Design Manuals will be used.

Mark Thomas will perform an independent design check of the structure in conformance with Caltrans bridge design procedures. The independent check will be completed by an engineer who was not involved in the original design of the structure. Calculations will be performed to check the bridge layouts and structural integrity. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled and plans updated.

Task 7.13 Construction CPM Schedule

Task 7.14 Ready to List Support and Certification

Mark Thomas will prepare the Ready to List Certification Form and compile the required documents.

DELIVERABLES (ALL PDF)

- 95% & 100% Plans, Specs, and Estimates
- Structure Independent Check Calculation Package
- Structure Independent Quantity Calculation
- Structural Plans of two (2) non-standard (special design) retaining walls
- Retaining wall design calculation
- Special Provisions
- Structure quantities estimates
- Structure construction cost estimates
- Itemized Engineer's Construction Cost Estimates
- Cost Estimate Certification
- Non-Standard Special Provisions (nSSPs) (if required)
- Final PS&E Package
- Constructability Review
- Construction CPM Schedule
- Traffic Safety Review
- Stage Construction and Detour Plans
- Ready to List Certification Checklist/Package

TASK 8. DESIGN SERVICES DURING CONSTRUCTION

Task 8.1. Construction Support / Bidder Inquires / Request for Information

When requested by the City, Mark Thomas will respond to bidder inquiries and/or requests for information for the updated Final PS&E bid package. Mark Thomas will respond to bidder inquiries with up to a maximum of ten (10) responses. Should the City request that Mark Thomas prepare the bid addendum documents and plans, an additional scope and fee will need to be prepares and approved to provide bid addendum documents and plans.

DELIVERABLES

- Ten (10) bidder inquiries / RFI's / Submittal Reviews

TASK 9. ENGINEERING STUDIES (95% THRU FINAL)

Task 9.1. Stormwater Data Report (SWDR)

Based on comments received on the draft SWDR, Mark Thomas will update and finalize the report. Comments will be addressed and documented in a matrix.

Task 9.2. Drainage Report

Based on comments received on the draft drainage report, Mark Thomas will update and finalize the report. Comments will be addressed and documented in a matrix.

Task 9.3. Supplemental DSDDs (4) (OPTIONAL)

As design progresses, additional nonstandard features may be identified. If design exceptions are required, Mark Thomas will prepare supplemental Design Standard Decision Document (DSDD). The supplemental DSDD will be submitted to Caltrans for approval.

DELIVERABLES (ALL PDF)

- Final SWDR and all attachments
- Final Drainage Report
- Storm Water Information Handout
- Treatment BMP calculations (WQV/WQF)
- Supplemental Design Standard Deviation Document (up to 4 locations)

TASK 10. GEOTECHNICAL

Task 10.1. Field Work Borings, Laboratory, and Analysis

Geotechnical Investigation

Caltrans is enforcing the AASHTO recommendations of a soil boring at each bridge support locations where substructure width is less than 100 feet; minimum of two borings are required per location where substructure width is greater than 100 feet. For proposed embankments and roadway improvements, a soil boring is proposed every 500 to 1,000 feet. Based on this, EMI's geotechnical field investigations plan is presented in Table A. Data obtained from some boreholes will be used for multiple design elements. The boreholes will be excavated using a truck-mounted or track-mounted drilling rig. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations, and quick-set cement will be used to replace concrete that is removed by excavations.

EMI will prepare a boring location plan and this plan will be used to secure encroachment permits from Caltrans, City of Murrieta, and City of Menifee. Any other permits, if required, will be secured by others.

EMI field personnel will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

Table A. Proposed Soil Boring Information

Design Element	Proposed Number of Borings	Approximate Proposed Depth (feet)
SB Off-Ramp Bridge	2	80
RW 307	1	50
RW 308	1	50
RW 298	5	40
Overhead Signs	4	40
Roadway Improvements	7	20 – 30
	4	5 – 10

Field Soil Infiltration Testing: EMI will perform two infiltration tests for the project. Depth of the infiltration testing will depend on the design invert elevation of the proposed BMP but is assumed to be no more than 10 feet below existing ground. Each infiltration test well will be soaked overnight and infiltration testing will commence the following day. Well infiltration testing will be performed following USBR 7300-89 method.

Laboratory Testing

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: in-situ density and moisture content, grain size, direct shear, UU triaxial, R-value, sand equivalent, maximum density and optimum moisture content, and soil corrosion tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

Geotechnical Engineering Analyses

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purposes. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration (PGA) based on the Caltrans design criteria, and recommendations of an ARS curve for the bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridge and retaining walls.
- Assessment of global slope stability and settlement of embankments.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

Task 10.2. Foundation Reports

EMI will prepare the reports listed in Table B.

Table B. Foundation Reports

SB Off-Ramp Bridge	Caltrans	One Foundation Report
RW 307 and RW 308	Caltrans	One Foundation Report

EMI will address any review comments resulting from the Caltrans review and prepare a Final Foundation Report.

Task 10.3. Geotechnical and Materials Report

EMI will prepare the reports listed in Table C.

Table C. Geotechnical and Materials Reports

RW 298, Overhead Signs, Roadway Cuts/Embankments and Slopes, BMP	Caltrans	Geotechnical Design Report (GDR)
Pavement Structural Sections	Caltrans	Materials Report (MR)

EMI will address any review comments resulting from the Caltrans review and prepare Final Geotechnical Design Report and Final Materials Report.

DELIVERABLES (ALL PDF)

- Foundation Reports (FR)
- Geotechnical Design Reports (GDR)
- Materials Report (MR)
- *Note: Log of Geotechnical Borings included with PS&E Package*

TASK 11. REGULARTORY AGENCY PERMITTING

Task 11.1. Environmental Permitting

VCS Environmental (VCS), will assist the Mark Thomas team to obtain the following regulatory permits:

- USACE Section 404 Nationwide Permit
- RWQCB Section 401 Water Quality Certification
- CDFW Section 1602 Streambed Alteration Agreement

VCS will prepare the regulatory permit applications, utilizing the Jurisdictional Delineation and Natural Environment Study prepared for the project.

VCS will prepare the Section 404 Application for a Nationwide Permit. The 404 permitting process will require that the Corps initiate Section 106 Consultation. VCS will provide the Corps with the Historic Property Survey Report (HPSR) and Archeological Survey Report (ASR) and accompanying Area of Potential Effect (APE) and our cultural staff will be available to coordinate with the Corps archeologist on the Section 106 process. While Native American consultation occurred for CEQA, USACE must also conduct its own initiation and coordination with the tribes and the State Historic Preservation Office. Additionally, USACE must initiate consultation under Section 7 of the Endangered Species Act, which in this case will be a simple letter to the United States Fish & Wildlife Service (USFWS) who will reply that take authority is covered by the western Riverside Multiple Species Habitat Conservation Plan through a streamlined Section 7. The 404 Permit also requires that the 401 Water Quality Certification be issued.

VCS will prepare the RWQCB Section 401 Water Quality Certification application. This requires an alternatives analysis related to the specific water impacts. The RWQCB requires the certified CEQA document in order to fully process and issue a 401.

VCS will prepare the Section 1602 Streambed Alteration Agreement. CDFW also requires the certified CEQA document in order to fully process and issue the 1602 Agreement. This Agreement will have conditions that must be reviewed carefully and can be discussed and/or negotiated with CDFW. VCS will assist the City in identifying conditions that may need to be removed or discussed in further detail with the CDFW.

The Project's Environmental Commitment Record describes mitigation as "through a mitigation bank approved by CDFW or through payment to an approved in-lieu fee program". VCS will assist the City in finding the appropriate mitigation. There are few if any credits available within western Riverside and therefore identifying mitigation may be challenging. Pursuant to the Riverside Conservation Authority, waters mitigation must remain in western Riverside. VCS is aware of properties within the Multiple Species Habitat Conservation Plan (MSHCP) area that support waters that may be available for applicant sponsored mitigation should bank or in-lieu credits be unavailable.

VCS assumes three field visits. One field visit to confirm delineation and up to two meetings in the field with regulators.

This Scope assumes the following:

1. The current APE and cultural studies will be sufficient for Section 106.

2. Typically, the MSHCP Consistency Analysis, JPR and all or part of the Determination of Biologically Superior or Equivalent Preservation (DBESP) is completed during PA/ED. If that is not the case and the City needs assistance with the MSHCP compliance, VCS can provide an additional scope of work.
3. Coordination time with the agencies is subjective and can exceed estimates. We have assumed 150 hours and if all of these hours are not needed, they will not be billed. However, should there be a protracted negotiation with any of the agencies and the City, particularly on mitigation, we are not able to absorb these extra costs.
4. Mitigation options identification – 10 hours. Should applicant sponsored mitigation be required, a change order can be provided to prepare a Habitat Mitigation & Monitoring Plan and all of the associated documents.
5. No new State or Federal threatened or endangered species issues will arise. Should additional work be required related to new species, including surveying and/or permitting, a change order would be required.
6. Coordination with regulators is billed on a time and materials basis due to the subjectivity of the permitting process.
7. The City shall pay all permitting fees.

DELIVERABLES

- Regulatory Agency Permits

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

There are no special requirements for this project.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.

III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1. In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

COST PROPOSAL FOR PROJECT SCOPE - City of Murrieta: I-215/Keller Road Interchange PS&E

MARK THOMAS

*Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.

Enter Staff Names if Necessary =>

		Mark Thomas																									Subconsultants				
		Sr. Engineering Manager	Sr. Project Manager	Sr. Technical Lead	Technical Lead	Sr. Project Engineer	Sr. Technical Engineer	Project Engineer	Civil Engineering Designer	Sr. Technician	Design Engineer II	Design Engineer I	LAUD Division Manager	LAUD Project Manager	Landscape Designer II	Landscape Designer I	Survey Division Manager	Survey Manager II	Project Surveyor II	Asst Surveyor II	Survey Specialist II	2-Person Crew (OE12)	Division Manager - CM	Resident Engineer	Project Accountant	Sr. Project Coordinator	Sr. Graphic Manager	Total Hours	Total MT Cost	Earth Mechanics, Inc	Lin Consulting	SafeProbe	VCS	TOTAL COST
		$439	$323	$299	$253	$245	$210	$195	$210	$188	$183	$153	$293	$235	$143	$111	$380	$276	$223	$156	$186	$444	$409	$306	$159	$181	$231			DBE	DBE	DBE	DBE	
1.0	**PROJECT MANAGEMENT**																																
1.1	Project Management	40				40																			8	12		100	$30,795	-		-	-	$30,795.00
1.2	Monthly Project Team Meetings (10)	40	10			40		20			20																	130	$38,125	-		-	-	$38,125.00
1.3	Monthly Project Schedule Updates (10)	8																										8	$3,510	-		-	-	$3,510.00
1.4	Stakeholder Meetings / Other Coordination (1)	8	4								8																4	24	$7,185	-		-	-	$7,185.00
1.5	QC Plan / Program				60	60		60																				180	$41,550	-		-	-	$41,550.00
1.6	Outreach and Public Meetings (1)	4	4								8																8	24	$6,355	-		-	-	$6,355.00
OTHER DIRECT COSTS																													$2,500	-		-	-	$2,500.00
	Subtotal Phase 1	**100**	**18**	**0**	**60**	**140**	**0**	**80**	**0**	**0**	**36**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**12**	**12**	**466**	**$130,020**	**$0**	**$0.00**	**$0**	**$0**	**$130,020.00**
2.0	**FIELD SURVEY**																																
2.1	Field Visits and Research		4				4	8			8	8					1	2	8	16								59	$11,583	-	$1,517.21	-	-	$13,099.71
2.2	Supplemental Survey																3	5	10	20	20	40						98	$29,346	-		-	-	$29,346.25
OTHER DIRECT COSTS																													$3,500	-		-	-	$3,500.00
	Subtotal Phase 2	**0**	**4**	**0**	**0**	**0**	**4**	**8**	**0**	**0**	**8**	**8**	**0**	**0**	**0**	**0**	**4**	**7**	**18**	**36**	**20**	**40**	**0**	**0**	**0**	**0**	**0**	**157**	**$44,429**	**$0**	**$1,517.21**	**$0**	**$0**	**$45,945.96**
3.0	**UTILITY COORDINATION**																																
3.1	Utility Coordination Meetings (all utilities)		4					40			80																	124	$23,690	-		-	-	$23,690.00
3.2	Utility Coordination Letters							4			4	16																24	$3,950	-		-	-	$3,950.00
3.3	Utility Research (As-Builts)							4				16																20	$3,220	-		-	-	$3,220.00
3.5	Potholes (subsurface investigation) (23)																											0	$0			-	-	$0.00
3.6	Utility Certification (final plans, agreements, conflict resolution)							16			40																	56	$10,420			-	-	$10,420.00
OTHER DIRECT COSTS																													$420			45,940	-	$46,360.00
	Subtotal Phase 3	**0**	**4**	**0**	**0**	**0**	**0**	**64**	**0**	**0**	**124**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**224**	**$41,700**	**-**	**$0.00**	**$45,940**	**$0**	**$87,640.00**
4.0	**RIGHT OF WAY ENGINEERING (26 Parcels)**																																
4.2	Appraisal Maps																3	10	52	52	26							143	$28,440	-		-	-	$28,440.00
4.3	Legal Descriptions and Plats																5	16	156	156	26							359	$70,248	-		-	-	$70,247.50
OTHER DIRECT COSTS																													$26,000	-		-	-	$26,000.00
	Subtotal Phase 4	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**26**	**208**	**208**	**52**	**0**	**0**	**0**	**0**	**0**	**0**	**502**	**$124,688**	**$0**	**$0.00**	**$0**	**$0**	**$124,687.50**
5.0	**95% PS&E**																																
5.1	Roadway Plans	8	24		60			100	120		340	620																1272	$227,700	-		-	-	$227,700.00
5.2	Roadway Estimates		4		8			32	32		60	72																208	$38,200	-		-	-	$38,200.00
5.3	Roadway Specifications (SSPs)		2		16			60																				78	$16,385	-		-	-	$16,385.00
5.4	Structures Plans		24		32		72			200																		328	$68,440	-		-	-	$68,440.00
5.5	Structures Calculations/Independent Check		40	100	160		160	180																				640	$151,875	-		-	-	$151,875.00
5.6	Structures Estimates		4		16			32			60																	112	$22,520	-		-	-	$22,520.00
5.7	Structures Specifications (SSPs)		4	16				32																				52	$12,310	-		-	-	$12,310.00
5.8	Electrical Plans																											0	$0	-	$38,994.34	-	-	$38,994.34
5.9	Electrical Estimates																											0	$0	-	$3,175.32	-	-	$3,175.32
5.10	Electrical Specifications (SSPs)																											0	$0	-	$3,606.46			
5.14	Construction CPM Schedule							8															20	16				44	$14,635					
OTHER DIRECT COSTS																													$0	-		-	-	$0.00
	Subtotal Phase 5	**8**	**102**	**116**	**292**	**0**	**232**	**444**	**152**	**200**	**460**	**692**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**16**	**0**	**0**	**0**	**2734**	**$552,065**	**$0**	**$45,776.12**	**$0**	**$0**	**$579,599.66**
6.0	**100% PS&E**																																
6.1	Roadway Plans	4	12		24			72	80		220	280																692	$125,375	-		-	-	$125,375.00
6.2	Roadway Estimates				4			8	8		24	40																84	$14,730	-		-	-	$14,730.00
6.3	Roadway Specifications (SSPs)				4			24																				28	$5,690	-		-	-	$5,690.00
6.4	Structures Plans		32	60			72			160																		324	$73,365	-		-	-	$73,365.00
6.5	Structures Estimates		4		8			20			32																	64	$13,050	-		-	-	$13,050.00
6.6	Structures Specifications (SSPs)		4	8				16																				28	$6,800	-		-	-	$6,800.00
6.7	Electrical Plans																											0	$0	-	$30,462.88	-	-	$30,462.88
6.8	Electrical Estimates																											0	$0	-	$2,933.01	-	-	$2,933.01
6.9	Electrical Specifications (SSPs)																											0	$0	-	$2,826.00	-	-	$2,826.00
6.13	Construction CPM Schedule							8															8	4				20	$6,055	-		-	-	$6,055.00
OTHER DIRECT COSTS																													$0	-		-	-	$0.00
	Subtotal Phase 6	**4**	**52**	**68**	**40**	**0**	**72**	**148**	**88**	**160**	**276**	**320**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**4**	**0**	**0**	**0**	**1240**	**$245,065**	**$0**	**$36,221.89**	**$0**	**$0**	**$281,286.89**
7.0	**Final PS&E**																																
7.1	Roadway Plans	2			8			32	60		120	160																382	$68,038	-		-	-	$68,037.50
7.2	Roadway Estimates				2			4	8		16	20																50	$8,935	-		-	-	$8,935.00
7.3	Roadway Specifications (SSPs)				2			20																				22	$4,405	-		-	-	$4,405.00
7.4	Structures Plans		12	16			24			40																		92	$21,190	-		-	-	$21,190.00
7.5	Structures Estimates		4	4							16																	24	$5,405	-		-	-	$5,405.00
7.6	Structures Specifications (SSPs)		4	4				8																				16	$4,045	-		-	-	$4,045.00
7.7	Electrical Plans																											0	$0	-	$17,970.07	-	-	$17,970.07
7.8	Electrical Estimates																											0	$0	-	$1,587.66	-	-	$1,587.66
7.9	Electrical Specifications (SSPs)																											0	$0	-	$1,803.23	-	-	$1,803.23
7.13	Construction CPM Schedule							4			8																	12	$2,240	-		-	-	$2,240.00
7.14	Ready to List Support and Certification		4					16			40																	60	$11,710	-		-	-	$11,710.00
OTHER DIRECT COSTS																													$0	-		-	-	$0.00
	Subtotal Phase 7	**2**	**24**	**24**	**12**	**0**	**24**	**84**	**68**	**40**	**200**	**180**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**658**	**$125,968**	**$0**	**$21,360.96**	**$0**	**$0**	**$147,328.46**
8.0	**DESIGN SERVICES DURING CONSTRUCTION**																																
8.1	Construction Support/Bidder Inquires/Request for Information (10)			4				20				40																64	$11,195	9,129.16	$1,459.48	-	-	$21,783.64
OTHER DIRECT COSTS																													$0	-		-	-	$0.00
	Subtotal Phase 8	**0**	**0**	**4**	**0**	**0**	**0**	**20**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**64**	**$11,195**	**$9,129.16**	**$1,459.48**	**$0**	**$0**	**$21,783.64**
9.0	**ENGINEERING STUDIES (95% THRU FINAL)**																																

Please note that the rates shown are for estimating purposes only. See rate schedule for actual rates/ranges.

MT Fee (Rates)

7/18/2025

9.1	Stormwater Data Report (SWDR)			4				20			40	160															224	$36,795	-		-	-	$36,795.00
9.2	Drainage Report			8				40			80	200															328	$55,290	-		-	-	$55,290.00
OTHER DIRECT COSTS																												$0	-		-	-	$0.00
	Subtotal Phase 9	**0**	**0**	**12**	**0**	**0**	**0**	**60**	**0**	**0**	**120**	**360**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**552**	**$92,085**	**$0**	**$0.00**	**$0**	**$0**	**$92,085.00**
10.0	**GEOTECHNICAL**																																
10.1	Field Work Borings, Laboratory and Analysis																										0	$0	77,562.46		-	-	$77,562.46
10.2	Foundation Reports																										0	$0	37,798.48		-	-	$37,798.48
10.3	Geotechnical and Materials Report																										0	$0	40,412.28		-	-	$40,412.28
OTHER DIRECT COSTS																												$0	63,710.00		-	-	$63,710.00
	Subtotal Phase 10	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$219,483.22**	**$0.00**	**$0**	**$0**	**$219,483.22**
11.0	**REGULATORY AGENCY PERMITTING**																																
11.1	Environmental Permitting					2		8				20															30	$5,100	-		-	83,658.80	$88,758.80
OTHER DIRECT COSTS																												$0	-		-	300.00	$300.00
	Subtotal Phase 11	**0**	**0**	**0**	**0**	**2**	**0**	**8**	**0**	**0**	**0**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**30**	**$5,100**	**$0**	**$0.00**	**$0**	**$83,958.80**	**$89,058.80**
TOTAL HOURS		**114**	**204**	**224**	**404**	**142**	**332**	**916**	**308**	**400**	**1224**	**1652**	**0**	**0**	**0**	**0**	**12**	**33**	**226**	**244**	**72**	**40**	**28**	**20**	**8**	**12**	**12**	**6627**						
OTHER DIRECT COSTS																													$32,420.00	**$63,710.00**	**$0.00**	**$45,940.00**	**$300.00**	**$142,370.00**
TOTAL COST		**$50,018**	**$65,790**	**$66,920**	**$102,010**	**$34,790**	**$69,720**	**$178,620**	**$64,680**	**$75,000**	**$223,380**	**$251,930**	**$0**	**$0**	**$0**	**$0**	**$4,560**	**$9,116**	**########**	**########**	**########**	**########**	**$11,445**	**$6,125**	**$1,270**	**$2,175**	**$2,775**		**$1,372,313.75**	**$228,612.38**	**$106,335.66**	**$45,940.00**	**$83,958.80**	**$1,837,160.59**
O.	**OPTIONAL TASKS**																																
O.1	2.3 ROW Base Maps (LandNET)																3	5	16	16	20	24						84	$22,956	-	-	-	-	$22,956.25
O.2	3.4 Preparation of Composite Utility Plan							60				240																300	$48,300	-	-	-	-	$48,300.00
O.3	4.1 ROW Requirements Maps							8			24	80																112	$18,140	-	-	-	-	$18,140.00
O.15	9.3 Supplemental DSDDs (4)			2		4		8			60	40																114	$20,265	-	-	-	-	$20,265.00
	Subtotal Optional Tasks	**0**	**2**	**8**	**12**	**0**	**8**	**116**	**0**	**120**	**94**	**504**	**14**	**164**	**332**	**620**	**3**	**5**	**16**	**16**	**20**	**24**	**0**	**0**	**0**	**0**	**0**	**2078**	**$109,661.25**	**$0**	**$3,910.68**	**$0**	**$22,160**	**$109,661.25**

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Mark Thomas & Company, Inc.

Project No. I-215/Keller Road Interchang Contract No. _____ Date 7/18/2025

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual or Average Hourly Rate	Total
Principal		$168 - $205	0.0	$ 180.65	$ -
Sr. Engineering Manager		$115 - $150	114.0	$ 161.76	$ 18,440.45
Engineering Manager		$111 - $130	0.0	$ 133.19	$ -
Design Manager		$111 - $130	0.0	$ 132.72	$ -
Sr. Project Manager		$84 - $120	204.0	$ 118.90	$ 24,255.45
Sr. Technical Lead		$81 - $110	224.0	$ 110.14	$ 24,672.06
Project Manager		$72 - $100	0.0	$ 101.85	$ -
Technical Lead		$70 - $90	404.0	$ 93.09	$ 37,609.04
Sr. Project Engineer		$60 - $90	142.0	$ 90.33	$ 12,826.37
Sr. Technical Engineer		$62 - $75	332.0	$ 77.42	$ 25,704.36
Project Engineer		$49 - $75	916.0	$ 71.89	$ 65,853.60
Civil Engineering Designer		$49 - $80	308.0	$ 77.42	$ 23,846.22
Sr. Technician		$50 - $70	400.0	$ 69.13	$ 27,650.99
Design Engineer II		$40 - $65	1224.0	$ 67.28	$ 82,355.72
Design Engineer I		$33 - $50	1652.0	$ 56.22	$ 92,881.53
Technician		$30 - $45	0.0	$ 42.86	$ -
Intern		$17 - $30	0.0	$ 33.18	$ -
LAUD Division Manager		$90 - $105	0.0	$ 107.84	$ -
Sr. LAUD Project Manager		$86 - $100	0.0	$ 102.31	$ -
LAUD Project Manager		$63 - $90	0.0	$ 86.64	$ -
Sr. Landscape Architect		$57 - $70	0.0	$ 68.21	$ -
Landscape Architect		$42 - $55	0.0	$ 59.91	$ -
Landscape Designer II		$37 - $50	0.0	$ 52.54	$ -
Landscape Designer I		$29 - $35	0.0	$ 41.02	$ -
Landscape Intern		$23 - $30	0.0	$ 32.26	$ -
Survey Division Manager		$96 - $165	12.0	$ 140.10	$ 1,681.18
Survey Manager II		$84 - $100	33.0	$ 101.85	$ 3,360.98
Survey Manager I		$72 - $95	0.0	$ 93.09	$ -
Project Surveyor III		$67 - $95	0.0	$ 97.24	$ -
Project Surveyor II		$58 - $80	226.0	$ 82.03	$ 18,539.07
Project Surveyor I		$57 - $75	0.0	$ 77.88	$ -
Asst Surveyor III		$51 - $60	0.0	$ 66.36	$ -
Asst Surveyor II		$42 - $55	244.0	$ 57.61	$ 14,055.92
Asst Surveyor I		$39 - $50	0.0	$ 53.00	$ -
Survey Specialist III		$48 - $90	0.0	$ 87.10	$ -
Survey Specialist II		$41 - $70	72.0	$ 68.67	$ 4,944.00
Survey Specialist I		$39 - $60	0.0	$ 58.53	$ -
Lead Survey Technician		$43 - $50	0.0	$ 55.30	$ -
Survey Technician III		$42 - $60	0.0	$ 60.83	$ -
Survey Technician II		$35 - $55	0.0	$ 55.76	$ -
Survey Technician I		$19 - $40	0.0	$ 37.33	$ -
SUE Program Manager		$84 - $100	0.0	$ 107.38	$ -
Chief of Party (OE3)		$58 - $70	0.0	$ 82.49	$ -
Instrumentperson (OE3)		$53 - $65	0.0	$ 82.49	$ -
Chainperson (OE3)		$51 - $60	0.0	$ 80.65	$ -
Apprentice (OE3)		$38 - $55	0.0	$ 56.68	$ -
2-Person Crew (OE3)		$110 - $130	0.0	$ 141.94	$ -
3-Person Crew (OE3)		$168 - $195	0.0	$ 213.83	$ -

Utility Locator (North)		$55 - $65	0.0	$ 71.43	$ -
Chief of Party (OE12)		$63 - $75	0.0	$ 91.25	$ -
Instrumentperson (OE12)		$58 - $70	0.0	$ 82.49	$ -
Chainperson (OE12)		$55 - $65	0.0	$ 76.96	$ -
Apprentice (OE12)		$47 - $55	0.0	$ 66.36	$ -
2-Person Crew (OE12)		$117 - $135	40.0	$ 163.60	$ 6,544.07
3-Person Crew (OE12)		$175 - $205	0.0	$ 242.87	$ -
Utility Locator (South)		$64 - $75	0.0	$ 89.87	$ -
Division Manager - CM		$139 - $165	28.0	$ 150.70	$ 4,219.54
Area Manager - CM		$101 - $120	0.0	$ 109.22	$ -
Project Manager - CM		$94 - $110	0.0	$ 112.91	$ -
Sr. Resident Engineer		$106 - $125	0.0	$ 125.81	$ -
Resident Engineer		$94 - $110	20.0	$ 112.91	$ 2,258.16
Asst. Resident Engineer		$60 - $70	0.0	$ 84.34	$ -
Inspector - CM		$52 - $80	0.0	$ 88.48	$ -
Office Engineer		$45 - $75	0.0	$ 83.87	$ -
Sr. Planner		$48 - $70	0.0	$ 74.20	$ -
Planner II		$41 - $50	0.0	$ 57.61	$ -
Planner I		$30 - $40	0.0	$ 45.62	$ -
Funding Manager		$103 - $125	0.0	$ 128.12	$ -
Sr. Funding Specialist		$70 - $85	0.0	$ 87.10	$ -
Funding Specialist		$39 - $75	0.0	$ 71.43	$ -
Project Accountant Manager		$65 - $75	0.0	$ 82.49	$ -
Project Accountant		$35 - $60	8.0	$ 58.53	$ 468.22
Sr. Project Coordinator		$44 - $65	12.0	$ 66.82	$ 801.88
Project Coordinator		$37 - $55	0.0	$ 54.84	$ -
Sr. Project Assistant		$40 - $55	0.0	$ 58.53	$ -
Project Assistant		$28 - $40	0.0	$ 34.56	$ -
Sr. Technical Writer		$37 - $55	0.0	$ 51.62	$ -
Technical Writer		$36 - $45	0.0	$ 44.70	$ -
Sr. Graphic Manager		$57 - $80	12.0	$ 85.26	$ 1,023.09
Sr. Graphic Designer		$43 - $65	0.0	$ 70.51	$ -
Graphic Designer		$34 - $45	0.0	$ 52.08	$ -
District Manager-Engineer		$123 - $145	0.0	$ 132.72	$ -
Deputy District Manager		$109 - $130	0.0	$ 117.06	$ -
Operations Manager		$84 - $100	0.0	$ 91.25	$ -
Sr. Inspector		$44 - $65	0.0	$ 56.22	$ -
Inspector		$34 - $50	0.0	$ 44.24	$ -
Inspector - Apprentice		$30 - $40	0.0	$ 33.64	$ -
Strategic Consulting		$191.71	0.0	$ 191.71	$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	$	493,991.90
b) Anticipated Salary Increases (see page 2 for calculation)	$	(0.00)

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $ 493,991.90

INDIRECT COSTS

d) Fringe Benefits (Rate: 94.47%)	e) Total Fringe Benefits [(c) x (d)]	$	466,674.15
f) Overhead (Rate: 52.11%)	g) Overhead [(c) x (f)]	$	257,419.18
h) General and Administrative (Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	$	-

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 724,093.33

FIXED FEE

k) TOTAL FIXED FEE [[(c) + (j)] x fixed fee 10.00 %] $ 121,808.52

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary**

Description of Item	Quantity	Unit	Unit Cost		
Mileage	1000	miles	$0.70	$	700.00
Mileage - Survey	5000	miles	$0.70	$	3,500.00
Mileage - SUE	600	miles	$0.70	$	420.00
Reproductions - full size	0	sheets	$1.00	$	-
Reproductions - half size	0	sheets	$0.35	$	-
Structure/Quantity Calculations	0	sheets	$0.05	$	-
Misc. Costs (Flight from Sacramento)	6	RT	$300.00	$	1,800.00
Overnight Mail/Mail	0	EA	$15.00	$	-
Potholing	0	EA	$5,000.00	$	-
Misc. Surveys (Maps, PTR's etc.)	26	LS	$1,000.00	$	26,000.00
Safety Plan	0	LS	$1,000.00	$	-
Traffic Control	0	LS	$3,000.00	$	-
Per Diem	0	Day	$260.00	$	-
MTLS Mobile Scanner	0	Day	$8,000.00	$	-
Survey Equipment	0	HR	$30.00	$	-

l) **TOTAL OTHER DIRECT COSTS** $ 32,420.00

m) SUBCONSULTANTS' COSTS (add additional pages if necessary)

Subconsultant 1: Earth Mechanics, Inc	$	228,612.38
Subconsultant 2: Lin Consulting	$	106,335.66
Subconsultant 3: SafeProbe	$	45,940.00
Subconsultant 4: VCS	$	83,958.80
Subconsultant 5: SUBCONSULTANT 5	$	-
Subconsultant 6: SUBCONSULTANT 6	$	-

m) **TOTAL SUBCONSULTANTS' COSTS** $ 464,846.84

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] $ 497,266.84

TOTAL COST [(c) + (j) + (k) + (n)] $ 1,837,160.59

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**1 Year Contract Duration**
$493,991.90	/	6627.0	=	$74.54	Year 1 Avg Hourly Rates

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Average Hourly Rate		Escalation			
Year 1	$74.54	+	0.00%	=	$74.54	Year 2 Avg Hourly Rate
Year 2	$74.54	+	0.00%	=	$74.54	Year 3 Avg Hourly Rate
Year 3	$74.54	+	0.00%	=	$74.54	Year 4 Avg Hourly Rate
Year 4	$74.54	+	0.00%	=	$74.54	Year 5 Avg Hourly Rate
Year 5	$74.54	+	0.00%	=	$74.54	Year 6 Avg Hourly Rate
Year 6	$74.54	+	0.00%	=	$74.54	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total hours per Cost Proposal		Total Hours per Year	
Year 1	100%	x	6627.0	=	6627.0	Estimated Hours Year 1
Year 2	0%	x	6627.0	=	0.0	Estimated Hours Year 2
Year 3	0%	x	6627.0	=	0.0	Estimated Hours Year 3
Year 4	0%	x	6627.0	=	0.0	Estimated Hours Year 4
Year 5	0%	x	6627.0	=	0.0	Estimated Hours Year 5
Year 6	0%	x	6627.0	=	0.0	Estimated Hours Year 6
Total	100%		Total		6627.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$74.54	x	6627.0	=	$493,991.90	Estimated Cost Year 1
Year 2	$74.54	x	0.0	=	$0.00	Estimated Cost Year 2
Year 3	$74.54	x	0.0	=	$0.00	Estimated Cost Year 3
Year 4	$74.54	x	0.0	=	$0.00	Estimated Cost Year 4
Year 5	$74.54	x	0.0	=	$0.00	Estimated Cost Year 5
Year 6	$74.54	x	0.0	=	$0.00	Estimated Cost Year 6
	Total Direct Labor Cost with Escalation				$493,991.90	
	Direct Labor Subtotal before Escalation				$493,991.90	
	Estimated total of Direct Labor Salary Increase				**($0.00)**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Zachary Siviglia | Title*: President/CEO

Signature: | Date of Certification: 07/18/2025

Email: zsiviglia@markthomas.com | Phone Number: (916) 390-5131

Address: 516 Gibson Dr. Suite 230, Roseville, CA 95678

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Earth Mechanics, Inc.**

Project No. _____ Contract No. _____ Date **7/6/2025**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal / PM	Alahesh Thurairajah*	$105.70 - $111.00	70	$ 105.70	$ 7,399.00
Principal Engineer / Geologist		$78.40 - $81.60	50	$ 80.60	$ 4,030.00
Senior Engineer / Geologist		$66.90 - $78.30	90	$ 71.80	$ 6,462.00
Sr. Project Engineer / Geologist		$60.50 - $60.70	190	$ 60.50	$ 11,495.00
Project Engineer / Geologist		$52.80 - $60.30	90	$ 60.30	$ 5,427.00
Sr. Staff Engineer / Geologist		$49.60 - $53.40	120	$ 53.40	$ 6,408.00
Staff Engineer / Geologist		$35.50 - $41.80	200	$ 41.80	$ 8,360.00
Senior Technician		$51.60 - $54.10	90	$ 54.10	$ 4,869.00
Technician		$21.10 - $30.20	50	$ 30.20	$ 1,510.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 55,960.00

b) Anticipated Salary Increases (see page 2 for calculation)

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $ 55,960.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 50.72%) e) Total Fringe Benefits [(c) x (d)] $ 28,382.91

f) Overhead & G&A (Rate: 117.17%) g) Overhead [(c) x (f)] $ 65,568.33

h) General & Admin (Rate: 0%) i) Gen & Admin [(c) x (h)] $ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 93,951.24

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10% $ 14,991.12

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Drill Rig Rental	7.5	Day	$ 6,000.00	$ 45,000.00
Traffic Control Rental	5	Day	$ 2,300.00	$ 11,500.00
Mileage	2800	Mile	$ 0.70	$ 1,960.00
R-Value	12	Test	$ 250.00	$ 3,000.00
Soil Cuttings Contaminants Testing	2	EA	$ 325.00	$ 650.00
Soil Cuttings (Drums) Disposal	8	EA	$ 200.00	$ 1,600.00

l) TOTAL OTHER DIRECT COSTS **$ 63,710.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) TOTAL SUBCONSULTANTS' COSTS **$ -**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $ 63,710.00

TOTAL COST [(c) + (j) + (k) + (n)] **$ 228,612.37**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Earth Mechanics, Inc.**

Project No. _____ Contract No. _____ Date **7/6/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 55,960.00		950	=	$ 58.91	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 58.91	+	5%	=	$ 61.85	Year 2 Avg Hourly Rate
Year 2	$ 61.85	+	5%	=	$ 64.94	Year 3 Avg Hourly Rate
Year 3	$ 64.94	+	5%	=	$ 68.19	Year 4 Avg Hourly Rate
Year 4	$ 68.19	+	5%	=	$ 71.60	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	950.0	=	950.0	Estimated Hours Year 1
Year 2	0.00%	*	950.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	950.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	950.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	950.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	950.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 58.91	*	950	=	$ 55,960.00	Estimated Hours Year 1
Year 2	$ 61.85	*	0	=	$ -	Estimated Hours Year 2
Year 3	$ 64.94	*	0	=	$ -	Estimated Hours Year 3
Year 4	$ 68.19	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 55,960.00	
			Direct Labor Subtotal before Escalation	=	$ 55,960.00	
			Estimated total of Direct Labor Salary Increase	=	**$ -**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Alahesh Thurairajah

Title *: President

Signature:

Date of Certification: 7/6/2025

Email: A.Thurairajah@earthmech.com

Phone number: 714-751-3826

Address: 17800 Newhope Street, Suite B, Fountain Valley, CA 92708

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

541330 - Geotechnical Engineering
541380 - Laboratory Testing

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **LIN Consulting**

Project No. **Murrieta I-215/Keller IC** Contract No. _____ Date **7/18/2025**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Project Manager			9	$ 105.00	$ 945.00
Senior Project Manager			182	$ 86.00	$ 15,652.09
Assistant Project Manager			196	$ 55.50	$ 10,877.75
Project Engineer			236	$ 43.50	$ 10,265.76

LABOR COSTS

a) Subtotal Direct Labor Costs $ 37,740.60

b) Anticipated Salary Increases (see page 2 for calculation)

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $ 37,740.60

INDIRECT COSTS

d) Fringe Benefits (Rate: 35.12%) e) Total Fringe Benefits [(c) x (d)] $ 13,254.50

f) Overhead & G&A (Rate: 121.02%) g) Overhead [(c) x (f)] $ 45,673.68

h) General & Admin (Rate:) i) Gen & Admin [(c) x (h)] $ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 58,928.18

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10% $ 9,666.88

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				$ -
				$ -

l) TOTAL OTHER DIRECT COSTS **$ -**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) TOTAL SUBCONSULTANTS' COSTS **$ -**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $ -

TOTAL COST [(c) + (j) + (k) + (n)] **$ 106,335.66**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **LIN Consulting**

Project No. Murrieta I-215/Keller IC Contract No. _____ Date **7/18/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 37,740.60		623	=	$ 60.58	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 60.58	+	5%	=	$ 63.61	Year 2 Avg Hourly Rate
Year 2	$ 63.61	+	5%	=	$ 66.79	Year 3 Avg Hourly Rate
Year 3	$ 66.79	+	5%	=	$ 70.13	Year 4 Avg Hourly Rate
Year 4	$ 70.13	+	5%	=	$ 73.63	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	623.0	=	623.0	Estimated Hours Year 1
Year 2	0.00%	*	623.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	623.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	623.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	623.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	623.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 60.58	*	623	=	$ 37,740.60	Estimated Hours Year 1
Year 2	$ 63.61	*	0	=	$ -	Estimated Hours Year 2
Year 3	$ 66.79	*	0	=	$ -	Estimated Hours Year 3
Year 4	$ 70.13	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 37,740.60	
			Direct Labor Subtotal before Escalation	=	$ 37,740.60	
			Estimated total of Direct Labor Salary Increase	=	**$ -**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Sandy Hou

Title *: Corporate Secretary/Principal

Signature:

Date of Certification: 7/18/2025

Email: shou@linconsulting.com

Phone number: 909-396-6850

Address: 21600 Copley Dr., Suite 270, Diamond Bar, CA 91765

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **SafeProbe**

Project No. _____ Contract No. _____ Date **5/21/2025**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
			0	$ 0.00	$ 0.00
					$ -
					$ -
					$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 0.00

b) Anticipated Salary Increases (see page 2 for calculation)

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $ 0.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] $ 0.00

f) Overhead & G&A (Rate: 0.00%) g) Overhead [(c) x (f)] $ 0.00

h) General & Admin (Rate:) i) Gen & Admin [(c) x (h)] $ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 0.00

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10% $ 0.00

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Vacuum excavation (Pothole) maximum of 8 ft depth	23	Pothole	$ 1,300.00	$ 29,900.00
Traffic control plan per MUTCD / WATCH Manual (added or deleted as needed)	3	Plan	$ 1,800.00	$ 5,400.00
Traffic control set-up during potholing	4	Day	$ 1,700.00	$ 6,800.00
Mobilization/Coordination/Dig-Alert Marking/Encroachment permit processing/Reports	24	Hour	$ 160.00	$ 3,840.00
				$ -
				$ -

l) TOTAL OTHER DIRECT COSTS **$ 45,940.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

m) TOTAL SUBCONSULTANTS' COSTS **$ -**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $ 45,940.00

TOTAL COST [(c) + (j) + (k) + (n)] **$ 45,940.00**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **SafeProbe**

Project No. _____ Contract No. _____ Date **5/21/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 0.00		0	=	$ 0.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 0.00	+	5%	=	$ 0.00	Year 2 Avg Hourly Rate
Year 2	$ 0.00	+	5%	=	$ 0.00	Year 3 Avg Hourly Rate
Year 3	$ 0.00	+	5%	=	$ 0.00	Year 4 Avg Hourly Rate
Year 4	$ 0.00	+	5%	=	$ 0.00	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	0.0	=	0.0	Estimated Hours Year 1
Year 2	0.00%	*	0.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	0.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	0.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	0.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 0.00	*	0	=	$ 0.00	Estimated Hours Year 1
Year 2	$ 0.00	*	0	=	$ -	Estimated Hours Year 2
Year 3	$ 0.00	*	0	=	$ -	Estimated Hours Year 3
Year 4	$ 0.00	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 0.00	
			Direct Labor Subtotal before Escalation	=	$ 0.00	
			Estimated total of Direct Labor Salary Increase	=	**$ -**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Mauro Poyaoan

Title *: Vice President

Signature:

Date of Certification: 5/21/2025

Email: mpoyaoan@abratique.com

Phone number: 213-251-5960

Address: 9608 Van Nuys Blvd, Suite 206, Panorama City, CA 91402

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

Docusign Envelope ID: 06E444AA-CEA0-416B-8126-D482FED38830

Cost Proposal 1

Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Vandermost Consulting Services, Inc. dba VCS Environmental**

Project No. **I-215/Keller Interchange** Contract No. _____ Date **7/18/2025**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
President	Julie Beeman	$105-$120	5	$109.52	$ 547.60
Vice President	Wade Caffrey	$75-$90	53	$79.33	$ 4,204.41
Director, Environmental Services	Eric Turner	$65-$75	134	$69.71	$ 9,341.50
Project Manager II	Joel Martinez	$35-$45	363	$40.38	$ 14,658.41
Production Manger	Linda Bo	$45-$55	10	$45.43	$ 454.29
Project Coordinator	Ana Canning/Alex Bicknell	$25-$35	24	$29.68	$ 712.32
Senior Project Manager III	Willa Sumer	$45-$55		$50.00	$ -
Office Assistant	Brianna Granados	$35-$45	2	$37.86	$ 75.72

LABOR COSTS

a) Subtotal Direct Labor Costs $ 29,994.25

b) Anticipated Salary Increases (see page 2 for calculation)

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $ 29,994.25

INDIRECT COSTS

d) Fringe Benefits (Rate: 66.29%) e) Total Fringe Benefits [(c) x (d)] $ 19,883.19

f) Overhead & G&A (Rate: 87.27%) g) Overhead [(c) x (f)] $ 26,176.01

h) General & Admin (Rate:) i) Gen & Admin [(c) x (h)] $ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 46,059.20

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10% $ 7,605.35

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	429		$ 0.70	$ 300.00
				$ -

l) TOTAL OTHER DIRECT COSTS **$ 300.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

m) TOTAL SUBCONSULTANTS' COSTS **$ -**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $ 300.00

TOTAL COST [(c) + (j) + (k) + (n)] **$ 83,958.80**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

Docusign Envelope ID: 06E444AA-CEA0-416B-8126-D482FED38830

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Vandermost Consulting Services, Inc. dba VCS Environmental**

Project No. I-215/Keller Interchange Contract No. _____ Date **7/18/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 29,994.25		591	=	$ 50.75	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 50.75	+	5%	=	$ 53.29	Year 2 Avg Hourly Rate
Year 2	$ 53.29	+	5%	=	$ 55.95	Year 3 Avg Hourly Rate
Year 3	$ 55.95	+	5%	=	$ 58.75	Year 4 Avg Hourly Rate
Year 4	$ 58.75	+	5%	=	$ 61.69	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	591.0	=	591.0	Estimated Hours Year 1
Year 2	0.00%	*	591.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	591.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	591.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	591.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	591.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 50.75	*	591	=	$ 29,994.25	Estimated Hours Year 1
Year 2	$ 53.29	*	0	=	$ -	Estimated Hours Year 2
Year 3	$ 55.95	*	0	=	$ -	Estimated Hours Year 3
Year 4	$ 58.75	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$ 29,994.25	
	Direct Labor Subtotal before Escalation			=	$ 29,994.25	
	Estimated total of Direct Labor Salary Increase			=	**$ -**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Julie Beeman

Title *: President

Signature: DocuSigned by: JULIE BEEMAN E7CD40BDCFCC483...

Date of Certification: 7/18/2025

Email: jbeeman@vcsenvironmental.com

Phone number: 949-234-6070

Address: 30900 Rancho Viejo Road, Suite 100, San Juan Capistrano, CA 92675

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Regulatory Permitting and Biological Services

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform Services as set forth in Exhibit A.

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

Design Standard Decision Document (DSDD) by Spring 2026; PS&E Submittal (100%) by Spring 2026; Environmental Permitting by Summer 2026, and Construction Advertising by Winter of 2026.

III. The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.

EXHIBIT "E"

INSURANCE REQUIREMENTS

Consultant 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 Consultant, 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 Consultant 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 consultant provides written verification it has no employees)

4. **Professional Liability (Errors and Omissions)** Insurance appropriates to the Consultant's profession, with limit no less than **$2,000,000 per occurrence or claim**, **$2,000,000 aggregate**.

5. **Cyber:** Vendor/Consultant 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.

6. **Technology Professional Liability Errors & Omissions**
   (Only if vendor is providing a technology service (data storage, website designers, etc.,) or product (software providers)
   Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the 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.

   a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Consultant 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 consultant. 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 Consultant 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 Consultant'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 Consultant'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 Consultant'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 Consultant 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 Consultant'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
Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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 Consultant 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 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant 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 Consultant must purchase "extended reporting" coverage for a minimum **of five (5) years after completion of work**.

Verification of Coverage
Consultant 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 Consultant'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
Consultant 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.

MARKTHO-01 SEITAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2025

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

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

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Jessica McDonald PHONE (A/C, No, Ext): (925) 918-4535 FAX (A/C, No): E-MAIL ADDRESS: Jessica.McDonald@ioausa.com
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose, CA 95134	INSURER A : Continental Casualty Company — NAIC # 20443 INSURER B : The Continental Insurance Company — 35289 INSURER C : Valley Forge Insurance Company — 20508 INSURER D : Lloyd's — NA INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	7040185059	9/15/2024	9/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	7040183912	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION $			7040283234	9/15/2024	9/15/2025	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	740274825	9/15/2024	9/15/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Liability			ACS1284324	7/1/2024	9/15/2025	Limit	5,000,000

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

I-215/Keller Road Interchange, CIP No. 8449
City of Murrieta, its officers, agents, employees and volunteers are included as additional insured.
The Workers Compensation / Employers Liability Deductible is none.

CERTIFICATE HOLDER

City of Murrieta
1 Town Square
Murrieta, CA 92562

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Reno Caldwell

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

I. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or

2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Primary and Noncontributory - Other Insurance Condition Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. the additional insured is a named insured under such other insurance; and

b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARK THOMAS & COMPANY, INC.

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SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

CA Policy # 7 40274825
All Other States Policy # 7040185157

Form No: G-19160-B (11-1997)
Endorsement Effective Date: Endorsement Expiration Date:
Endorsement No: 9; Page: 1 of 1
Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

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EXHIBIT "F"

FEDERAL REQUIREMENTS

Federal law requires that agreements between non-federal recipients of federal awards (including local jurisdictions receiving federal grants) and transferees (subrecipients and contractors) include certain statutory or regulatory language. Most of these requirements are included at 2 C.F.R. Part 200, Appendix II. The following are incorporated into this Agreement as if set forth in full above.

Debarment and suspension. If the Contract Sum exceeds $25,000, the parties shall comply with debarment and suspension regulations set forth in 2 CFR Part 200, Appendix II (H). When applicable, a contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). A SAM exclusion contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

Clean Air Act and Clean Water Act. If the Contract Sum exceeds $150,000, the Contractor/Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Clean Water Act, as amended, 33 U.S.C. §§ 1251-1387.

Byrd Anti-Lobbying Amendment. If the Contract Sum exceeds $100,000, Contractor/Consultant must file, pursuant to 31 U.S.C. § 1352, the required certification relating to prohibitions on the use of federal funds to influence agency staff and congressional staff in connection with obtaining a covered federal award.

Prohibition on certain telecommunications and video surveillance services or equipment. Contractor/Consultant is prohibited from, among other things, entering into a contract to procure or obtain equipment, services or systems that use equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system or as critical technology as part of any system, pursuant to 2 C.F.R. § 200.216. This section also includes restrictions on video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Title VI of the Civil Rights Act of 1964 (and 31 C.F.R. Part 22) (Title VI). Pursuant to 42 U.S.C. §§ 2000d *et seq*., Contractor/Consultant is required to abide by the policy and procedures codified at 22 C.F.R. Part 141, which stipulates that no person in the United States shall, on the ground 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 receiving federal financial assistance.

Section 503 of the Rehabilitation Act of 1973. Contractor/Consultant shall abide by Section 503 of the Rehabilitation Act of 1973. This law prohibits federal contractors and subcontractors from discriminating in employment against individuals with disabilities and

requires that employers take affirmative action to recruit, hire, promote and retain these individuals.

Age Discrimination Act of 1975 (and 31 C.F.R. Part 23). Contractor/Consultant shall comply with the Age Discrimination Act of 1975. This law prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

If the Scope of Work in Exhibit "A" contains any construction work, the following are incorporated herein:

Equal employment opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order

11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3148 in addition to any California prevailing wage laws in effect.

Copeland "Anti-Kickback" Act. Contractor shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 C.F.R. Part 3.

Build America, Buy America Act provisions. The Build America, Buy America Act requires that iron, steel, manufactured products, and construction materials used in applicable federally funded infrastructure projects be produced in the United States. Contractor shall comply with the requirements of the Build America, Buy America Act.

For contracts that employ mechanics or laborers:

> **Contract Work Hours and Safety Standards Act**. Where applicable under 40 U.S.C. § 3701, and if the Contract Sum is in excess of $100,000 and the Scope of Work in Exhibit "A" includes the employment of mechanics or laborers, Contractor/Consultant shall comply with 40 U.S.C. §§ 3702 and 3704, as stated by Department of Labor regulations at 29 C.F.R. § 5.5 (b)(1)-(4).

For funding agreements involving research work:

> **Rights to inventions made under a contract or agreement**. If the federal award meets the definition of "funding agreement" under 37 C.F.R. Part 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.

EXHIBIT "G"

CALTRANS EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Murrieta
2. Contract DBE Goal 22%
3. Project Description: I-215/Keller Road Interchange PS&E
4. Project Location: I-215 PM R14.10 to PM R15.26
5. Consultant's Name: Mark Thomas & Company, Inc.
6. Prime Certified DBE ☐
7. Total Contract Award Amount: $1,837,160.59
8. Total Dollar Amount for **ALL** Subconsultants: $464,846.84
9. Total Number of **ALL** Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Geotechnical EngineeringLaboratory Testing	4369	Earth Mechanics, Inc 17800 Newhope St., Suite B Fountain Valley, CA 92708 714-751-3826	$228,612.38
Engineering Services	3013	LIN Consulting, Inc 21600 Copley Dr, Suite 270 Diamond Bar, CA 91765 909-396-6850	$106,335.66
Engineering Services	37109	Safeprobe, Inc 9608 Van Nuys Blvd., Suite 206 Panorama City, CA 91402 213-251-5960	$45,940.00
Consulting ServicesRegulatory Permitting & Biolo	40141	VCS Environmental 30900 Rancho Viejo Rd., #100 San Juan Capistrano, CA 92675-1762 949-234-6070	$83,958.80
			$0.00
			$0.00

Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	$464,846.84
20. Local Agency Contract Number:			
21. Federal-Aid Project Number:			25.30%
22. Contract Execution Date:			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date 7/18/2025
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name Zachary Siviglia	18. Phone (916) 390-5131
27. Local Agency Representative's Title		19. Preparer's Title President/CEO	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 23.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Crawford, Municipal Services Director

PREPARED BY: Brian Crawford, Municipal Services Director

SUBJECT:
Murrieta Children's Library Expansion Project Financing, Award of Construction Contract, Amendment of the Architect's Contract, and Authorization for Project Management Services

RECOMMENDATION

Amend the Fiscal Year 2025/26 Operating and Capital Improvement Plan budgets to provide an additional budget appropriation for Capital Improvement Project No. 21027 as detailed in the fiscal impact statement; and

Appropriate $3,500,000, from the Measure T Sustainability Reserve Account;

Adopt Resolution No. 25-4884 entitled: *A Resolution of the City Council of the City of Murrieta, California, to Approve an Interfund Loan up to $3,500,000, from the Measure T Fund to the Library Development Impact Fee Fund to Partially Fund the Children's Library Expansion Project (CIP 21027)*;

Approve a Second Amendment and Change Order to Purchase Order P03681, SVA Architects, Inc., in the amount of $55,603, for architectural design services and out-of-scope work;

Award the construction contract for the Murrieta Children's Library Expansion, Capital Improvement Project No. 21027, to the lowest responsible bidder, R.C. Construction, in the amount of $5,188,600, plus a 15% contingency; and

Authorize the Mayor to execute the agreements.

PRIOR ACTION/VOTE

On June 6, 2023, the City Council approved and authorized the City Manager to execute an Agreement with SVA Architects, Inc., for architectural design services for the Murrieta Public Library Expansion Project in the amount of $302,300 (Vote: 4-0-1).

On May 7, 2024, the City Council approved Agreements for On-Call Vertical Construction/Project Management Consulting Services between the City of Murrieta and RWBID Construction Management LLC, Griffin Structures, and Transtech Engineering (Vote: 5-0).

On June 18, 2024, the City Council approved moving forward to the next phase of project design for the Murrieta Children's Library Expansion; approved a recommended project financing strategy, including the use of an interfund loan, grant funds, already established Development Impact Fees, and donations; authorized the City Manager to approve a change order for $222,700 to SVA Architects, Inc., for the next phase of design services; and approved a purchase order for $475,000 to RWBID Construction Management, LLC, for project and construction management services (Vote: 4-0-1).

On June 3, 2025, a Joint Resolution was adopted by the City Council and the Boards of Directors of the Murrieta Library District, Murrieta Community Services District, the Successor Agency to the Murrieta Redevelopment Agency, and Murrieta Housing Authority, approving the Operating Budget for Fiscal Years 2025/26 and 2026/27. Resolution Nos. 25-4837, MLB 25-201; CSD 25-285, RSA 25-35, MHA 25-45 (Vote: 5-0).

On June 3, 2025, a Joint Resolution was adopted by the City Council and the Boards of Directors of the Murrieta Library District, Murrieta Community Services District, and the Successor Agency to the Murrieta Redevelopment Agency, Approving the Capital Improvement Plan Budget for Fiscal Year 2025/26, Approving the Fiscal Years 2025/26 to 2029/30 Capital Improvement Plan. Resolution Nos. 25-4836, MLB 25-200, CSD 25-284, RSA 25-34 (Vote: 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

DISCUSSION

The Murrieta Public Library (Library) fulfills a wide array of purposes for the community, all based on encouraging the love of reading and lifelong learning. Through the Library and its collections, services, technology, and programs, children of all ages have an excellent environment to meet, study, and learn about the world in a non-academic setting. It is where adults can expand their skills and find the answers and resources to resolve personal and professional dilemmas. The Library is where community members can gather formally and informally for cultural events and workshops or to share stories. It is a place where positive memories are created and where the foundation of a culturally, educationally, and economically developed community is successfully established.

The Library, constructed in 2007, does not currently have the space and facilities to adequately meet the increased community needs stemming from the City's increased population, with current programming over 100% of the attendance levels in 2007. The existing children's area is only 2,700 square feet (sf) and does not have a space dedicated to story time or children's specific programming. The Library's multipurpose community room is used for meetings, events, and adult and children's programming needs.

In March 2022, the California State Library (CSL) released the Building Forward Infrastructure Grant Program (Grant) that supports California's public libraries for capital projects addressing critical maintenance needs, improving energy efficiency and sustainability, and expanding access digitally and physically. Library staff applied to fund an expansion of the children's area and a new story time space, and the CSL approved a grant award for $1,505,625, with City matching funds for $752,813. The funding award was the catalyst for beginning the process to expand the Library's children's section.

The planning and design for the Murrieta Children's Library Expansion Project (Project) has been in progress since July 2023. City staff, along with the design team from SVA Architects, have worked closely with

community stakeholders, including members of the Murrieta Library Foundation, the Friends of the Murrieta Library, parents, and library staff, to plan a modest expansion that will meet the community's needs for the future. The team went through several rounds of value engineering, including reducing the size of the expansion and replacing some design elements with more budget-conscious solutions, to ensure the Project fit within a reasonable budget.

The result is a creative 4,500 square foot expansion space incorporating a multipurpose Storytime room that can be split into two separate spaces, a roomy area for book stacks, restrooms, staff offices, and storage. The plans also call for remodeling the existing children's library space to transform it into an engaging section for tweens. Lastly, the Carol Carson Garden of Verses outdoor space on the north end of the Library will be expanded, and features will be added to activate the space for a variety of exciting, year-round programming. Attachment 5 includes images of the floorplan for the expansion, as well as renderings of the interior, exterior, and garden.

On June 18, 2024, staff reviewed with the City Council the various design concepts as well as the cost estimates and proposed financial strategy to proceed. Based on City Council direction at that time, staff advanced to the next phase of detailed design to prepare for the construction bid process based on the selected design.

The team recently completed the plans, specifications, and final bid documents for the Project. On June 13, 2025, a bid opportunity was published on PlanetBids and was also publicly advertised twice in a regional newspaper on June 18, 2025, and again on June 28, 2025. A total of eight construction bids were received:

Contractor	**Bid**
R.C. Construction Services	$5,188,600
Bilbro Construction Company, Inc	$5,431,000
OptimaRPM	$5,455,304
R2BUILD	$5,567,400
Spec Construction Co Inc	$5,583,000
PCN3INC	$5,997,000
KYA Services, LLC	$6,451,671
Newman Midland Corp.	$8,671,353

The bids were reviewed, and the item prices were determined to be consistent with today's construction market.

Contractors were required to provide two alternative bid items. The first was a deductive bid item for replacing the specified interior architectural lighting on the ceiling of the book stacks area with standard lighting. The second was an additive bid item to replace the specified floor carpeting with upgraded carpeting that is easier to maintain and is expected to have a longer life span. The above bid amounts assume the City will retain the specified architectural lighting and upgrade the carpeting.

Staff recommends that the contract be awarded to the lowest responsive bidder, R.C. Construction Services, for $5,188,600, plus a fifteen percent (15%) contingency of $778,290, for a total contract amount of $5,966,890.

No bid protests were received for the Project.

Project Budget

In June 2024, staff presented the City Council with an estimated all-in Project budget (including hard costs, like construction expenses, and soft costs, like design, project management, furnishings, and permitting) of $7,053,000 based on a comprehensive construction estimate conducted at the time. These estimates were an educated guess based on the real bid results of hundreds of other regional projects. Making estimation even more difficult was uncertainty in the construction sector pricing, driven by inflation and possible tariffs on critical construction materials. A more recent estimate, conducted in March 2025, put the all-in budget for the Project at almost $9 million. Fortunately, the construction bids came in lower than expected, and the resulting all-in budget is just over $8 million.

It is important to note that the budget includes a 15% contingency on the value of the construction contract, which is considered industry standard and amounts to $778,290. This amount is requested to be committed to the Project for any unforeseen circumstances that may arise during construction. However, if only minimal issues are encountered, then the entire contingency amount may not be spent.

Item	**Amount**
Construction	$5,188,600
Construction Contingency (15%)	778,290
Inspection Services	98,000
Architectural Design Services (SVA)	580,603
Project/Construction Management, Labor Compliance (RWBID)	375,000
Water/Wastewater Capacity Fees (estimated)	50,000
Moving/Storage of Books & Materials	25,000
Fixtures, Furnishings & Equipment (Jan 2026)	620,000
Low Voltage/IT Services (Mar 2026)	300,000
Total	**$8,015,493**

Now that the actual construction cost is known, some adjustments need to be made to the fees negotiated with the City's design team, SVA Architects (SVA). A sliding scale fee was negotiated with SVA, which means their design service fees decrease as construction costs increase. A purchase order for $302,300 was initially issued to SVA in June 2023 and was based solely on the amount of funding the City had for the Project at the time, which was $2,250,000. In June 2024, SVA presented an estimate for construction based on a cost estimate developed during the schematic design phase, and the City agreed to a reconciliation of the fee and issued a change order increasing the fee for services to $500,000. The change order also included additional funding for out-of-scope survey work and reworking the schematic design after the City decided to reduce the square footage of the expansion, totaling $25,000. Now that the construction cost is known, an additional reconciliation change order is needed to increase the total fee to $544,803, or 10.5% of construction costs, plus an additional out-of-scope task for $10,800 for additional topography work, bringing the total agreement amount to $580,603, a portion of which has already been expended to get to this point of the project. A Second Amendment to the SVA agreement is needed to authorize these services and costs.

RWBID Construction Management (RWBID) has provided pre-construction project management services for the Project since June 2024. RWBID was selected through a Request for Proposals process in 2023-2024 and

awarded a contract for on-call vertical construction management services. In June 2024, RWBID presented a proposal for the library expansion project with not-to-exceed fees of $475,000, divided into pre-construction and construction phases, and the City Council approved the full expenditure. The City issued a purchase order (PO) for only pre-construction services for $215,000. Approximately $90,000 remains in the PO, which will be closed and the funds disencumbered. RWBID will be issued a new PO for construction management services during the construction phase for $250,000. At the conclusion of construction, the total value of RWBID's services for the entire project is anticipated to be $375,000.

Funding for some Project costs will not be needed until a later date. The purchase of Fixtures, Furnishings, and Equipment (FF&E) for bookcases, seating, desks, and staff workstations can wait until winter 2026, depending on order lead times. Low-voltage wiring and information technology-related services will not be needed until the building expansion is almost entirely constructed and includes installing low-voltage wiring and data cabling for key card access points, Wi-Fi access points, data connections for workstations, and security cameras. Staff will bring those purchase and service contracts to the City Council for consideration at a later date. The anticipated cost for these elements is included in the full project budget, reflected in the table above.

Fundraising

In addition to securing funding through grants, development impact fees, and an interfund loan, the City has been working with numerous supporting groups, including the Murrieta Public Library Foundation and the Friends of the Murrieta Library, to raise awareness of the Children's Expansion project and to raise funds. These efforts aim to enhance the Project's scope, reduce reliance on City funds, and foster deeper community engagement. The fundraising strategy developed by staff and the supporting groups aimed to raise between $550,000 to $1.5 million. Over the course of the past year, outreach efforts have included staffing booths at 13 local events, presentations to local community groups (approximately 10), social media, a project newsletter, direct solicitation, and school partnerships. As of the beginning of August, the fundraising campaign has achieved the following:

Source	Amount Raised
Murrieta Public Library Foundation	$135,000
Friends of the Murrieta Library	$103,400
Pending private sector commitments	$ 40,000
Water district support (including in-kind contributions and lawn removal rebate)	$110,000
TOTAL COMMITMENTS	**$388,400**

Staff and the Foundation continue to fundraise for the Children's Library Expansion project and will provide up-to-date donation figures when staff returns to the City Council to seek approval for contracts related to the FF&E and Low Voltage/IT Services.

Project Funding

A portion of the funding required to proceed with the construction of the Murrieta Children's Library Expansion Project has already been allocated to CIP 21027 during the Capital Improvement Plan budgeting process, and previous City Council actions:

Funding Source	Amount
California State Library Building Forward Grant	$1,505,625

Grant Matching Funds from Library Development Impact Fees (DIF)	752,813
Additional Library DIF	802,300
Interfund Loan	3,500,000
Donation Commitments	388,400
Subtotal	**$6,944,326**
Estimated Additional Funding Required	
Measure T Unassigned Funds	1,075,000
Total	**$8,019,326**

To provide the remaining funding for the Project, staff is recommending an Interfund Loan between the Measure T Fund and the Library DIF Fund, and a budget appropriation from Unassigned Fund Balance from the Measure T Fund.

On June 18, 2024, staff presented the City Council with a comparison of options to fund a part of the Project. The first option was issuing bonds, and the second was an interfund loan. Both would be repaid using future Library DIF. At that time, the City Council conceptually approved using the interfund loan approach. Alternatively, if the City Council had preferred to issue debt and pursue a bond for the necessary funds, staff would have pursued that over the course of the past 14 months due to the required lead time.

Bond Analysis

As of July 2025, the Federal Reserve's Open Market Committee has maintained the federal funds rate within a target range of 4.25% to 4.50%. Given current bond market conditions, the estimated average interest rate for a 30-year lease revenue bond is expected to fall within the range of 5.00% to 5.50%.

These elevated market rates are driving higher interest costs, which in turn increase both the total interest expense and the annual debt service payments. Based on a 30-year lease revenue bond with an average annual interest rate of 5.00%, the estimated annual debt service payment would be approximately $227,680, with total interest paid over the life of the bond amounting to roughly $3,330,400.

Interfund Loan Analysis

Interfund loans are a common financial tool used by local government agencies. These loans should provide a reasonable benefit to the lending fund without creating a financial burden for the borrowing fund.

Under the proposed loan terms, the borrowing fund would benefit from an interest rate lower than what would typically be available through public bond financing. The loan interest rate is generally aligned with the City's long-term investment yield-what the lending fund would have earned had the funds remained invested. As of June 30, 2025, the average purchase yield on the City's long-term investment portfolio is approximately 2.0%.

Considering the annual average revenue from Library DIF, staff recommends setting the Interfund Loan interest rate at 1.0%. At this rate, the Library DIF Fund would realize an estimated $2,761,848 in interest expense savings over a 30-year period, compared to a standard bond issuance.

The opportunity cost to the Measure T Fund-resulting from investing $3.5 million at 1% instead of the typical 2%-is approximately $1,621,375 over the same 30-year term. When factoring in the interest savings for the Library DIF Fund and the opportunity cost to the Measure T Fund, the combined net benefit of the proposed loan is approximately $1,140,473, as detailed in the table below.

Library DIF Interest Expense	
30-Years Bond	3,330,400.00
Interfund Loan	568,552.00
Interest Savings	2,761,848.00
Measure T Fund	
Opportunity Cost	1,621,375.00
Net Benefit	**1,140,473.00**

The term of the Interfund Loan will align with a standard 30-year bond, with an estimated annual debt service payment of $135,618. The Library DIF Fund generates revenue to support this level of debt service.

Based on this analysis, staff recommends that the City Council adopt the attached resolution authorizing execution of an Interfund Loan agreement. The agreement includes key terms such as the loan amount, interest rate, and the debt service payment schedule.

Next Steps

If the City Council approves moving forward, construction is expected to begin in September 2025 and will take approximately 12 months. A groundbreaking celebration will be scheduled for early September. The goal will be to minimize disruption to regular library operations and programming as much as possible, though it is anticipated that some adjustments will be required.

FISCAL IMPACT

The proposed $3,500,000 Interfund Loan will require a budget appropriation in the Fiscal Year 2025/26 Operating Budget to establish a transfer-out from the Measure T Fund-utilizing funds set aside in the Sustainability Reserves for this purpose-and a corresponding transfer-in to the Library DIF Fund.

A budget appropriation of $1,075,000 from the Measure T Unassigned Fund Balance is required for the balance of the funding necessary to construct the Project. If, during a future project update, donation collections are greater than the current amount, the budget appropriation from Measure T can be reduced and returned to Unassigned Fund Balance.

The Interfund Loan will be recorded in the General Ledger in accordance with Generally Accepted Accounting Principles. Associated financial impacts, including investment earnings for the Measure T Fund and interest expense for the Library DIF Fund, will be included in a future budget update and incorporated into future biennial operating budgets for the term of the loan. Additionally, the terms of the Interfund Loan will be disclosed in the Notes section of City's Annual Comprehensive Financial Report.

ATTACHMENTS

1. R.C. Construction Agreement and Bid Proposal
2. SVA Architects Amendment Proposal

3. RWBID Construction Management Proposal
4. Resolution No. 25-4884
5. Images of Library Expansion Floor Plan, Interior, Exterior, and Garden

PUBLIC WORKS CONSTRUCTION CONTRACT
WITH THE City OF MURRIETA ("CITY")

FORMAL BIDDING OVER $200,000

Project Name/Description ("**Project**"): **MURRIETA CHILDREN'S LIBRARY EXPANSION**

Contract Number: CITY PROJECT NO. 23-458/CIP 21027

Contractor Name ("Contractor"): R.C. Construction Services Inc

Contractor Business Type: Corporation

Contractor Address: 700 New York St, Redlands, CA 92374

Contractor Representative Name and Title ("**Contractor Representative**"): Jon Wollam, Vice President

Contractor Representative Work Phone and Email: 909-772-2654, jon.wollam@rcconstruction.com

Contract Days: 250 Days

Liquidated Damages Sum (per day): **$1,500**

Termination Date: December 31, 2026

Total Not-To-Exceed Contract Amount ("**Contract Sum**"): $5,188,600.00, plus 15% contingency

City Department Contact ("**Project Manager**"): Brian Crawford, Municipal Services Director

Department Contact Work Phone and Email: 951-461-6047, 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 services as more further set forth herein.

The City circulated a Notice Inviting Bids for the above-described services.

Contractor submitted a bid and was determined to be the lowest responsible bidder.

Click or tap here to enter text.

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. 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, General and Special Provisions, Insurance Forms, this Contract, and all modifications and amendments thereto, and the latest version of the Standard Specifications for Public Works Construction, Parts 1 through 6, with the exception of Section 307, "Street Lighting and Traffic Signals," and the addition of the Standard Specifications, Department of Transportation, State of California State Standard Specifications, Section 86, "Signals, Lighting and Electrical Systems," and Section 56, "Signs," dated May 2006.

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 Povisions, 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 above-referenced Project.

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 their bid 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.

Contractor agrees to complete the work on the Project in a period not to exceed the Contract Days set forth above per Section 6-7 of the Standard Specifications for Public Work 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. Contract Days shall be computed as calendar days and not as working or business days.

5. CHANGE ORDERS. All change orders shall be approved by the City Council, except that the City Manager or his 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 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 the Project Manager, in writing, submit satisfactory evidence of payment for equipment, materials and labor, submit "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.

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 Liquidated Damages Sum set forth above 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.

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 indemnify 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 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 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. 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 agreement

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.

25. HAZARDOUS CONDITIONS.

(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.

26. CARB COMPLIANCE. 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.

27. 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.

28. 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.

29. GOVERNING LAW. This Contract and any dispute arising hereunder shall be governed by the law of the State of California.

30. 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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City:

CITY OF MURRIETA, a California municipal corporation

By: _____
Cindy Warren, Mayor

ATTEST:

Date:

_____
Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Tiffany Israel, City Attorney
Date:

Contractor:

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.

By: _____
Name: Robert Clapper
Title: President
Date: 7/24/25

By: _____
Name:Brianne Brissette
Title: Secretary
Date: 7/24/25

00 21 01 Bid Schedule

MURRIETA CHILDREN'S LIBRARY EXPANSION
CITY PROJECT NO. 23-458/CIP 21027

Addendum(a) No(s). 1, 2 has/have been received and is/are included in this proposal.

REJECTION OF BIDS

The undersigned agrees that the City reserves the right to reject any or all bids and reserves the rightto waive informalities in a bid or bids not affected by law, if to do so seems to best serve the publicinterest.

TIME

The Contract shall be signed by the bidder and returned with the proposal. Signatures shall complywith Section 17 of the Contract. The successful bidder shall submit the Contract bonds and insurancecertificate, **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 **dollars and cents ($** 10% Bid Bond **)** 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 remainthe 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: July 21, 2025

CONTRACTOR

716719
California Contractor's License No.

Signature

Robert W. Clapper - President
Print or Type Name & Title

00 40 00 Proposal & Bid Sheet

DATE: July 21, 2025

TO THE CITY CLERK OF MURRIETA, CALIFORNIA:

BIDDER (Firm Name) Robert Clapper Construction Services, Inc. dba R. C. Construction Services

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services forthe following:

MURRIETA CHILDREN'S LIBRARY EXPANSION
CITY PROJECT NO. 23-458/CIP 21027

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 worksite, Plans, Specifications, Instructions to Bidders, and all other Contract Documents. If this proposalis accepted for award, bidder agrees to enter into a contract with City at the unit prices or lump-sumprices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contractand furnish bonds in the manner and time prescribed will result in forfeiture to City of the guaranteeaccompanying 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 anyor all proposals, or to waive any irregularities in any proposal in the interests of City.

MURRIETA CHILDREN'S LIBRARY EXPANSION
CITY PROJECT NO. 23-458/CIP 21027

The lowest bid price shall be determined by adding the following items:

(1) Lump Sum Bid in Words +
(2) Bid Alternate #1 +
(3) Bid Alternate #2 +
(4) Extended Overhead Daily Rate multiplied by 30 days
= Total Lump Sum Bid

1. LUMP SUM BID

The lump sum bid for the work according to the Drawings and Specifications, will be:

($ 5,187,000) (Five million one hundred eighty seven thousand dollars)
Lump sum bid in figures — Lump sum bid in words

2. DEDUCTIVE ALTERNATE #1 – ARCHITECTURAL LIGHT FIXTURES

Provide a deduct cost for the removal of each line item associated with the Architectural Light Fixtures identified in the Alternate Bid Lighting Fixture Schedule on Sheet E-50.4 – Lighting Fixture Schedule.

The alternate includes substitution of base or standard lighting fixtures in place of the specified architectural lighting. Deduct cost shall be itemized by fixture type and shall include all associated materials, labor, and subcontractor scope adjustments.

($ -75,265) (Credit seventy five thousand two hundred sixty five dollars)
Lump sum bid in figures — Lump sum bid in words

3. ADDITIVE ALTERNATE #2 – CARPET

Work Included in Alternate: Provide and install Kinetex textile composite flooring by J+J Flooring in the designated areas noted as C-1, C-2, C-3, and C-4 under the Finish Legend, in lieu of carpet as shown on sheet A13.1 – Finish Floor Plan. Installation shall include all necessary substrate preparation, adhesives, transitions, and accessories, in accordance with the manufacturer's recommendations.

Work Included in Contract Price: Includes the flooring materials as indicated on the Drawings and Finish Schedule. Kinetex textile composite flooring from J+J Flooring is not included in the base bid and shall be priced separately as an add alternate.

($ 1,600) (one thousand six hundred dollars)
Lump sum bid in figures — Lump sum bid in words

4. EXTENDED OVERHEAD DAILY RATE

The daily rate for the sum of the Contractor's field office and home office overhead applicable to this project, for each day of compensable delay will be:

($ 1,500) (one thousand five hundred dollars)

Daily rate in figures Daily rate in words

00 40 01 Bidder's Agreement

MURRIETA CHILDREN'S LIBRARY EXPANSION
CITY PROJECT NO. 23-458/CIP 21027

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.

Robert Clapper Construction Services, Inc. dba R. C. Construction Services
BIDDER'S NAME

700 New York Street, Redlands, CA 92374
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
	President	July 21, 2025
	Secretary	July 21, 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.

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of San Bernardino }

On July 21, 2025 before me, Kimberly Hall, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Robert W. Clapper and Brianne Brissette
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.

KIMBERLY HALL
Notary Public - California
San Bernardino County
Commission # 2457901
My Comm. Expires Aug 8, 2027

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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00 45 13 Three Year Contracting History

LIST ALL CURRENT AND COMPLETED CONTRACTS WITH CALIFORNIA MUNICIPALITIES FOR THE PAST THREE YEARS.

- Begin with the most recent project.
- Use extra sheets as necessary.

PROJECT ONE Please see attached.
State/City/City
State/City/City Contact Name
State/City/City Contact Phone
Project Name
Project Type
Address
Contract Type/Description/Delivery Method
Contract Number
Contract Amount
Date of Contract
Architect Name
Architect Phone

PROJECT ONE
State/City/City
State/City/City Contact Name
State/City/City Contact Phone
Project Name
Project Type
Address
Contract Type/Description/Delivery Method
Contract Number
Contract Amount
Date of Contract
Architect Name
Architect Phone

Current Design Bid Build Projects - On all projects we self perform concrete.

Owner Name, Address and Contact Person	Architects	Type of Work	Contract Value & Dates
Yucca Valley Aquatic Center Town of Yucca Valley 58928 Business Center Drive Yucca Valley, CA 92284 Alex Qishta aqishta@yucca-valley.org (760)369-0801 Ext. 307	HMC Architects 3546 Concours Street Ontario, CA 91764 Hector Gaxiola hector.gaxiola@hmcarchitects.com (909) 340-9231	Construction of a New 37,757 sq.ft. single story building with Natatorium, Gymnasium, Offices Multi Purpose Rooms, and Supporting Spaces Site Work includes retention basins, landscape, parking lots, paving, solar panels and perimeter fencing on 3.35 acre site	Original Value: $39,553,000 Total Value: $39,553,000 **Current Project** Start Date: 08/16/2024 Finish Date: 09/16/2026
Lakeland Village Child Care Center County of Riverside 4080 Lemon Street Riverside, CA 92501 Rizaldy Baluyot rbaluyot@rivco.org (951) 232-9268	Ware Malcomb 10 Edelman Irvine, CA 92618 Jim Stanard jstanard@waremalcomb.com (949) 660-9128	Construction of a new 7,823 sq.ft. wood stud building, in addition to 4,400 sq.ft. of outdoor play area with landscaping, parking and utility connections.	Original Value: $6,183,000 Total Vaue: $6,183,000 **Current Project** Start Date: 12/02/2024 Finish Date: 01/20/2026
Irwindale Public Library City of Irwindale 5050 N. Irwindale Ave. Irwindale, CA 91706 Eddie Chan echan@irwindaleca.gov (626) 430-2215	CWA AIA. Inc. 320 Arden Ave., Suite 210 Glendale, CA 91203 Steve Finney sfinney@cwaaia.com (818) 240-5456	Construction of a New 13,127 sq.ft. single story building.	Original Value: $8,084,701 Total Value: $8,084,701 **Current Project** Start Date: 01/14/2025 Finish Date: 01/14/2026
Ontario Fire Station No. 1 City of Ontario 303 East 'B' Street Ontario, CA 91764 Daniel Beers dbeers@ontarioca.gov (909) 395-2000	PBK Architects 8163 Rochester Ave. #100 Rancho Cucamonga, CA 91730 Rowel Zafra rowel.zafra@pbk.com (909) 987-0909	Construction of New 2 story 27,835 sq.ft. Fire station with related site work CMU perimeter walls, trash enclosure Fuel Tank Enclosure with Monument Sign New Parking Lots and Landscape	Original Value: $21,172,110 Total Value: $21,172,110 **Current Project** Start Date: 11/13/2023 Finish Date: 07/01/2025
Bordwell Gym City of Riverside Parks, Recreation & Community Svcs Dept 6927 Magnolia Ave Riverside CA 92506 Alisa Sramala 951-826-2000 asramala@riversideca.gov	Miller Architecture 1177 Idaho st #200 Redlands CA 92374 Gary Miller gmiller@miller-aip.com 909-335-7400	Design Build Construction a New Gymnasium with parking lot upgrades and related site work	Original Value: $7,815,330 Total Value: $7,815,330 **Current Project** Start Date: 06/04/2025 Finish Date: 01/01/2026

Completed Design Bid Build Projects 5 years - On all projects we self-performed the Concrete

Owner Name and Contact Person	Architects	Type of Work	Contract value & dates
Colton HS Culinary Arts Colton Joint Unified School District 1212 Valencia Dr. Colton, CA 92324 Owen Chang owen_chang@cjusd.net Phone: (909) 580-6671	Rhunau Clarke Architects 3775 Tenth Street Riverside, CA 92501 Art Lucero Phone: (951) 684-4664 Alucero@ruhnauclarke.com	Demolition and New Construction of a new Culinary Arts Building with related sitework and ADA upgrades, Modernize and structural upgrades to MPR building and Renovations to adjacent building restrooms. Utility Upgrade new site work and landscaping	Original Value: $ 12,023,000 Total Value: $12,235,999 **Current Project** Start Date: 08/21/2023 Finish Date: 01/31/2025
Montebello Golf Course City of Montebello 1600 W. Beverly Blvd. Montebello, CA 90640 James Enriquez jenriquez@montebelloca.gov Phone: (323) 887-1462	Douglas Fredrikson Architects 727 E. Bethany Home Road Suite D-123 Phoenix, AZ 85014 Alexandra Lemos (602) 277-1625	Construction of a New 10,940 sqft Clubhouse including a covered exterior patio space, a snack bar, full service kitchen, a dining area and a cart storage area. New landscape, hardscape and pathways, parking lots and new utilities.	Original Value: $10,144,000 Total Value: $10,144,000 **Current Project** Start Date: 10/16/2023 Finish Date: 06/06/2024
Legacy Magnet School New Gym Tustin Unified School District 300 South C Street Tustin, CA 92780 Tom Rizzuti trizzuti@tustin.k12.ca.us Phone: (714) 730-7301	PJHM Architects 24461 Ridge Route Dr. #100 Laguna Hills, CA 92653 Tom Kruse Phone: (949) 496-6191	Site Demoltion and New Construction of a 34,421 square foot, gymnasium with all new utilities, landscaping, hardscape and parking lots.	Original Value: $ 18,238,000.00 Total Value: $18,238,000.00 Start Date: 12/31/2021 Finish Date: 09/03/2023
Suzanne Middle School Walnut Valley Unified School District 880 S. Lemon Ave. Walnut, CA 91789 Roule Construction: Jeff Roule Phone: (909) 730-5208 email: roulecont@aol.com	DC Architects 820 N. Mountain Ave. Suite 200 Upland, CA 91786 Victor Tungpalan Phone: (909) 985-6939	Construction of a New 2 Story 11 classroom bldg and new quad area. New Construction of a Gymnasium Building, with new utilities landscaping, site work, new pathways with hardscape and parking lots	Original Value: $12,488,000.00 Total Value: $12,488,000.00 Start Date: 01/15/2022 Finish Date: 08/01/2023
Diamond Bar 500 Mod Walnut Valley Unified School District 880 S. Lemon Ave. Walnut, CA 91789 Roule Construction: Jeff Roule Phone: (909) 730-5208 email: roulecont@aol.com	HMC Architects 633 W. Fifth St. Los Angeles, CA 90071 Robert Arnold Phone: (231) 542-8300 Email: robert.arnold@hmcarchitects.com	Modernization of the Existing 500 building which is a two story standard classroom bldg and converting classrooms into new science classrooms and associated improvements to 38,780 sqft New Elevator. Site improvements to include patch and repair walkways, utilities, landscape, and irrigation and other related site work.	Original Value: $14,287,000.00 Total Value: $14,376,294.40 Start Date: 12/14/2019 Finish Date: 6/2022

Orange Fire Station No. 1 City of Orange, Public Works 300 E Chapman Avenue Orange, CA 92866 Sean Demetropolis sdemetropolis@cityoforange.org Phone: (714) 288-2501	WLC Architects 8163 Rochester Ave. Rancho Cucamonga, CA 91730 Kelly Needham Phone: (909) 987-0909	New Fire Station No 1 and Headquarters with parking lots and related site improvements remodel existing apparatus warehouse construct new carports with photovoltaic systems Offsite traffic light and street improvements	Original Value: $ 17,320,825.00 Total Value: $17,762,825.00 Start Date: 01/06/2021 Finish Date: 4/2022

00 45 19 Non-Collusion Affidavit

MURRIETA CHILDREN'S LIBRARY EXPANSION
CITY PROJECT NO. 23-458/CIP 21027

TO BE EXECUTED BY BIDDER

State of California

County of San Bernardino)

Robert W. Clapper (name), being first duly sworn, deposes and says that he or she is President (title) of Robert Clapper Construction Services, Inc. (company), the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone, to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged the information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to before me this 21st day of July, 2025.

See attached Jurat

Notary Public

By: _____

President

Title

Date: July 21, 2025

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

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

State of California

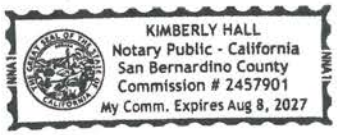
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 21 (Date) day of July (Month), 20 25 (Year), by

(1) Robert W. Clapper

(and (2) ---),
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

Signature Kimberly Hall
Signature of Notary Public

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: _____

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00 46 01 Civil Litigation History

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Bid/Proposal, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Bidder/Proposer has no civil litigation history to report as described above, complete the following:

I, Robert Clapper, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Robert Clapper Construction Services, Inc. dba R. C. Construction Services
(Bidder/Proposer name as shown on Bid/Proposal)

nor Robert W. Clapper
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 21st day of July, 2025 (month and year) at Redlands, Califiornia (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: N/A

Court case identification number: N/A

(2) Jurisdiction in which case was filed: N/A

(3) Outcome of the case: N/A

(1) Name of Case: N/A

Court case identification number: N/A

(2) Jurisdiction in which case was filed: N/A

(3) Outcome of the case: N/A

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this 21st day of July, 2025 (month and year) at Redlands, Califiornia (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

00 46 04 Prospective Contractor List of Terminated Contracts

Contractor's Name: Robert Clapper Construction Services, Inc. dba R. C. Construction Services

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. Any and all terminated contracts should be accompanied with "Reason for termination". It should be noted that contracts that naturally expired need not be listed. The City is only seeking information on contracts that were terminated prior to expiration.

1. Name of Firm N/A
2. Address of Firm
3. Contact Person
4. Telephone
5. Email
6. Name or Contract Number
7. Reason for Termination:

PROVIDE ADDITIONAL SHEETS AS NECESSARY.

00 46 05 Bidder's Organization Questionnaire/Affidavit

Please complete, date and sign this form and place it in your Bid. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation

Name Robert Clapper Construction Services, Inc. State CA Year Inc. 1995

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner: N/A

3. If your firm is doing business under one or more DBA's, please list all DBA's and the City(ies) of registration:

Name R. C. Construction Services City of Registration San Bernardino Year 2023

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm: No if yes,

Name of parent firm: N/A

State of incorporation or registration of parent firm: N/A

5. Please list any other names your firm has done business as within the last five (5) years.
Name N/A Year of Name Change N/A

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Bidder acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Bid are made, the Bidder may be rejected. The evaluation and determination in this area shall be at the Director's sole and final judgment:

Bidder's Name Robert Clapper Construction Services, Inc. dba R. C. Construction Services
Address 700 New York Street, Redlands, CA 92374
E-mail address bids@rcconstruction.com
Telephone number (909) 829-3688

On behalf of Robert Clapper Construction Services, Inc.(Bidder's name), I Robert W. Clapper (Name of Bidder's authorized representative), certify that the information contained in this Bidder's Organization Affidavit is true and correct to the best of my information and belief.

Signature _____ Internal Revenue Service EIN 33-0681039

Title President California Business License Number 716719

Date July 21, 2025

AIA® Document A310™ – 2010

Bid Bond

Bid Bond No: N/A

CONTRACTOR:
(Name, legal status and address)
Robert Clapper Construction Services, Inc.
DBA R C Construction Services
700 New York Street, Redlands, CA 92373

SURETY:
(Name, legal status and principal place of business)
Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER:
(Name, legal status and address)
City of Murrieta
1 Town Square, Murrieta, CA 92562

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of Total Bid Amount (10%)

PROJECT:
(Name, location or address, and Project number, if any)
Murrieta Children's Library Expansion

Project Number, if any: 23-458/CIP 21027

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of July 2025

	Robert Clapper Construction Services, Inc. DBA R C Construction Services
(Witness)	*(Principal)* *(Seal)*
	(Title)
	Atlantic Specialty Insurance Company
(Witness)	*(Surety)* *(Seal)*
	(Title) Christine Woolford Attorney-in-Fact

Init.

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CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of San Bernardino }

On July 21, 2025 before me, Kimberly Hall, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Robert W. Clapper
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.

KIMBERLY HALL
Notary Public - California
San Bernardino County
Commission # 2457901
My Comm. Expires Aug 8, 2027

Place Notary Seal and/or Stamp Above

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 Kimberly Hall
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange }

On JUL 08 2025 (Date) before me, Irene Luong (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Christine Woolford (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.

IRENE LUONG
Notary Public - California
Orange County
Commission # 2384919
My Comm. Expires Nov 30, 2025

Place Notary Seal Above

Signature _____
Signature of Notary Public Irene Luong

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 the form to another 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: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Christine Woolford, Emilie Young, Irene Luong, James W. Moilanen, P. Austin Neff, Thao Luu, Yung T. Mullick**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

THE GREAT SEAL OF THE STATE OF MINNESOTA
ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of July, 2025

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/5/2025

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

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

PRODUCER Sequel Insurance Services 111 Scripps Drive Sacramento CA 95825 License#: 6010509	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 279-202-3979 **FAX (A/C, No):** 279-688-0001 **E-MAIL ADDRESS:** certificates@sequelins.com
INSURED ROBECLA-01 Robert Clapper Construction Services, Inc. DBA: R.C. Construction Services, Inc. 700 New York Street Redlands CA 92374	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Travelers Property Casualty Company of America — 25674 **INSURER C :** RSUI Indemnity Company — 22314 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 910215123 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		GLO 0381535-10	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		BAP 0381536-10	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP-9W13830A-25-NF	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 0381534-10	7/1/2025	7/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Installation Floater Excess Liability - Tier 2			630-9T262146 LHA607397	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Limit At Any One Loc. Deductible Limit	250,000 1,000 5,000,000

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

RE: CITY PROJECT NO. 23-458/CIP 21027; MURRIETA CHILDREN'S LIBRARY EXPANSION; 700 New York St, Redlands, CA 92374
CITY, its officers, officials, employees, and volunteers are General Liability Additional Insureds per terms and conditions of the attached endorsement(s). Primary Wording for General Liability applies per terms and conditions of the attached endorsement. Auto Liability Additional Insured applies per terms and conditions of the attached endorsement. Primary Wording for Auto Liability applies per terms and conditions of the attached endorsement. Workers Compensation Waiver of Subrogation applies per terms and conditions of the attached endorsement.

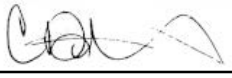
CERTIFICATE HOLDER

City of Murrieta
1 Town Square
Murrieta, CA 92562

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0381536-10	07/01/2025	07/01/2026	07/01/2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
GLO 0381535-10	Effective Date: 07/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY **WC 04 03 06**
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be of the California workers' compensation pre-mium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.	

AMENDMENT TO THE AGREEMENT WITH THE CITY OF MURRIETA AND CONSULTANT

Amendment No.: 2nd Amendment
Original Agreement Title ("Agreement"): AGREEMENT BETWEEN THE CITY OF MURRIETA AND SVA ARCHITECTS, INC.
Agreement Effective Date: June 6, 2023
Agreement Termination Date: June 6, 2026
Consultant Name: SVA Architects, Inc.
Brief Description of Scope of Services ("Services") under the original agreement: Consultant is providing architectural design services for the Murrieta Library Expansion Project. In order for successful project completion, various tasks are implemented in phases to meet City's project expectation.

Task 1: Preliminary Design/Concept Planning
Consultant will conduct an initial meeting with City staff, facilities team, and other stakeholders to review project objectives, tour existing library, and obtain and review any existing plans and documents relevant to the development of the project. Consultant will discuss organizational structure, time schedule, project budget, responsibilities and priorities.

Task 2: Schematic Design
Consultant will develop three concept designs based upon the results of Task 1. Associated cost estimates will be developed for these designs, and one concept will be selected to proceed. Schematic site and floor plans, building elevations, building sections, and preliminary landscape/parking plans will be prepared as well as schematic site studies.

Task 3: Design Development
Design development drawings, outline specifications, and preliminary engineering calculations and analysis will be performed to reflect various components including architectural, interiors, civil, electrical/mechanical, and specialty design. A second estimate of construction costs will be developed.

Task 4: Contract Documents
The final design of the project will be coordinated and revised based upon the results of previous reviews. Engineering systems design will be finalized and completed. The design team will coordinate to handle construction contract contents of the project manual. Updated estimated of construction costs will be prepared.

Task 5: Permitting
Consultant will obtain permits for this project and ensure a smooth design development and construction documents process.

Task 6: FF&E Design, Procurement, and Installations
Consultant's in-house Interiors Department will evaluate the existing furnishings, fixtures, and equipment to provide recommendations for reuse or replacement. Consultant will prepare

performance-based specification set.

Task 7: Bidding
Consultant will coordinate distribution to contractors, assistance with construction pre-bid conference, response to questions during the bidding phase. If necessary, the design team will make recommendations for award of the construction contract.

Task 8: Construction Consulting
Consultant will advise City of any deficiencies observed during construction and conduct both an administrative and physical review of the project status. Consultant will review and monitor the construction schedule as necessary and conduct site reviews. A detailed punch list will be created for each space, building component, or site element in a detailed manner by the design team and submitted to the contractor for correction and completion.

This Second Amendment to the Agreement, made effective on the date executed by the City by and between the City of Murrieta, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("City"), and the above referenced Consultant with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

Whereas, City is a general law city, formed and existing pursuant to the provisions of the California Government Code.

Whereas, City and Consultant entered into an Agreement on June 6, 2023 for the Services.

Whereas, the Agreement was previously modified by the following prior amendments: The Agreement authorized a sliding scale fee structure from Consultant to account for the increasing construction costs and decreasing design fees percentages based on a $2.25 million construction budget with compensation not to exceed $ 302,300. On June 18, 2024, the First Amendment to the Agreement was authorized by the City Council, based on a proposal from Consultant dated May 31, 2024, as the project's scope grew to award additional compensation in the amount of $222,700 (a new total not to exceed $525,000) based on a construction budget that was increased to $4,545,454.55.

Whereas, as the City Council is concurrently awarding the construction contract for the project in the amount of $5,188,600, the City and Consultant wish to amend the Agreement as further set forth herein.

AMENDMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The above recitals are true and correct.

2. The following terms of the Agreement are hereby amended to read as follows:

"3.1 The term of this Agreement shall be from 6/6/23 to 6/6/27."

"4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT in accordance with the rates set forth in Exhibit "B", attached hereto and incorporated herein, a not-to-exceed contract sum of Five Hundred Eighty Thousand Six Hundred Three Dollars ($580,603). In the event that the construction budget for the Project changes from the initial contract award of $5,188,600, the parties agree to meet in good faith to negotiate a revised not-to-exceed contract sum based on the increased construction budget and the hourly rates set forth in Exhibit "B" and subject to City Council approval."

The Fee Schedule in Exhibit "B" is revised to reflect updated design fees reconciled as follows:

10.5% of $5,188,600.00 New Total Construction Amount		$544,803.00
11.0% of $4,545,454.55 Estimated Construction Amount		$500,000.00
Difference		$44,803.00
Required Topographical Survey for Offsite Work		$10,800.00
	Total	**$55,603.00**

3. All other conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be executed on the dates set forth below.
Signature Page to Follow.

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Cindy Warren, Mayor

ATTEST:

Date:

_____
Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Tiffany Israel, City Attorney
Date:

CONSULTANT:

SVA ARCHITECTS, INC., a California corporation

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.

By: _____
Name: Robert M. Simons, AIA
Title: Partner and President
Date:

By: _____
Name: Ernesto M. Vasquez, FAIA
Title: CEO
Date:

CITY OF MURRIETA

PROJECT AND CONSTRUCTION MANAGEMENT SERVICES FOR THE MURRIETA LIBRARY EXPANSION PROJECT

MAY 27, 2024 | REQUEST FOR PROPOSAL

RWBID CONSTRUCTION MANAGEMENT

Stoneview Nature Center
CULVER CITY, CA

COVER LETTER

SECTION
01

May 27, 2024

Mr. Brian Crawford, Senior Program Manager
City of Murrieta
City Manager's Office
1 Town Square
Murrieta, CA 92562

Re: Request for Proposals to Provide Construction/Project Management Services for the Murrieta Library Expansion Project

RWBID
CONSTRUCTION
MANAGEMENT
139 Hermosa Avenue
Hermosa Beach, CA
90254
T 626.888.9411
www.rwbid.com

Dear Mr. Crawford:

RWBID Construction Management, LLC, a registered California Limited Liability Company, is pleased to submit our proposal to provide Construction/Project Management Services to the City of Murrieta for the Murrieta Library Expansion Project. RWBID has extensive experience managing similar public works projects of various project sizes and complexities. Because of our extensive experience providing on-call PM/CM services with other local public agencies, we are well positioned to provide you with the specialized skills and services needed to manage the demands and high expectations for today's complicated projects. RWBID is a great fit for this work based on the following:

Exceptional Staff. We understand that providing professionally licensed staff is key to delivering your projects and programs. Our staff for this contract is led by the Principal In-Charge and Principal Project Manager that are both California licensed architects with decades of code analysis, design management, and project permitting experience. Our key staff for this project includes Tinka Rogic, a California licensed architect to lead the design management and pre-construction phase and Sal Manzella, a Certified Construction Manager (CCM) to lead the construction, closeout, and FF&E Move Management phases of the project. We have schedulers, estimators, and document control staff to provide Tinka and Sal the technical support required for a project of this complexity.

Relevant Project Experience. RWBID has extensive specialty experience delivering library renovation and addition projects for local public agencies. We have completed and are currently managing several relevant library projects in Southern California including the following projects:

- El Monte Library Improvements ($4 Million)
- Rosemead Library Improvements ($3.5 Million)
- AC Bilbrew Library Refurbishment ($3.4 Million)
- Julian Dixon Library Renovations ($3.2 Million)
- San Gabriel Library Refurbishment ($3 Million)
- Pico Rivera Library Renovation ($3 Million)
- Compton Library Renovation ($2.2 Million)
- Gardena Library Renovation ($1.5 Million)
- View Park Library Refurbishment ($1 Million)
- Walnut Library Refurbishment ($1 Million)
- LA County Library Program Management for Various Renovations ($3.5 Million)

We bring a deep understanding of delivering these projects to the City and our history of lessons learned will save the City from potential costly missteps.

Integrated Services. We can provide a range of comprehensive design- and construction-related services in-house for this project, including construction project management, master planning assistance, economic development planning and administration, finance management, resident engineering, value engineering, constructability reviews, commissioning, and project controls management. Our depth of resources ensures that we will be able to address any of the City's needs throughout the course of the project. The result is a successful team offering totally integrated services.

STEWARDS OF PUBLIC FUNDS. RWBID has worked with multiple public agencies to deliver grant funded projects, including projects that are federally funded, state funded, and locally funded. We are currently working on several infrastructure, Parks and Recreation, and housing projects locally that are funded by Metro Transit Oriented Development Planning Grant Program, No Place Like Home Program, State Proposition 68, State Proposition 1, Safe Clean Water Act Municipal Funds, LA County Proposition A, and LA County Vision Zero. Our Project Management and Construction Management staff will work closely with the City grant staff to ensure all the grant required scope of work is included with the project, quality inspection are made, reporting and photographic evidence are regularly provided, and timelines are met for reimbursement.

PRINCIPAL-LEVEL ATTENTION TO YOUR PROJECT. RWBID is uniquely able to provide principal-level involvement on this project. The firm's Principal, Matthew Feldhaus, Architect, CCM, LEED AP, will oversee the entire project team and respond to the needs of the City immediately as they come up. Because we are a professional business that only takes on the amount of work able to be effectively managed, we can provide the necessary services on a short notice. The testament to this approach is the amount of repeat business we receive from our Clients.

We believe that you will find the RWBID team extremely qualified for this project. We will work tirelessly to manage this project for the City using proven processes and deliver the project on time and under budget. As the authorized agent and primary contact representing the Company with authority to bind the firm by contract and all commitments for this project, I would like to thank you for this opportunity.

Sincerely,

Matthew Feldhaus, President
California Architect C-33265
RWBID Construction Management, LLC
(c) 562-477-7609
(e) matthew@rwbid.com

Campus Kilpatrick
MALIBU, CA

SECTION
02

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Julian Dixon Library Renovation
CULVER CITY, CA

SECTION
03

STAFFING AND ORGANIZATION

03 STAFFING AND ORGANIZATION

3A PROPOSED STAFFING

Our approach to staffing City of Murrieta Library Expansion Project was simple, provide the staffing that the City already knows and is familiar with from our recent interview, and provide licensed professionals that are experts in their field. As a licensed California Architect, Tinka Rogic will lead the intense re-design effort for the project. She will look for every opportunity to provide Value Engineering while still maintaining all the critical scope items for the library.

Once construction starts, Sal Manzella, Certified Construction Manager (CCM), will ensure the construction team follows the contract documents and holds the contractors accountable to provide a safe and quality construction product.

Our support staff of schedulers, estimators, and document control technicians will provide Tinka and Sal the technical expertise required for a project of this complexity.

Finally, the team will have all the technical oversight and resources necessary through the Principal level leadership of Ryan Kristan. Ryan is a licensed architect and a Project/ Construction Management expert with almost 15 years of delivering similar public agency projects. The firm Principal-In-Charge, Matthew Feldhaus will also provide project oversight whenever necessary at no additional cost to the City.

The following chart and key personnel description provides insight into our core team providing services for the project, including education, relevant experience, and professional credentials for each key staff member.

PROJECT TITLE	KEY STAFF MEMBER	YEARS OF EXPERIENCE	PROFESSIONAL CERTIFICATION/ LICENSE/ REGISTRATION	EDUCATION	LIBRARIES	RENOVATION EXP.	LOW-BID CONSTRUCT.	FF&E MOVE MGMT
Principal-In-Charge	**Matthew Feldhaus**	**24**	Architect, CCM, LEED AP	M.Arch	√	√	√	√
Principal Project Manager	**Ryan Kristan**	**19**	Architect, LEED AP	M.Arch	√	√	√	√
Project Manager III	**Tinka Rogic**	**25**	Architect, LEED AP	M.Arch	√	√	√	√
Construction Manager II	**Sal Manzella**	**25**	CCM, LEED BD+C	BS Construct Mgmt.	√	√	√	√
Scheduler II	**John Jacobs**	**25**		BS Construct Mgmt.	√	√	√	√
Estimator II	**Sam Shabani**	**10**		MS Engineering	√	√	√	√
Document Control II	**Christine Barcelon**	**18**		BS Nutrition	√		√	

3B KEY PERSONNEL

PRINCIPAL-IN-CHARGE – MATTHEW FELDHAUS, ARCHITECT, CCM, LEED AP

Matthew Feldhaus will be the Project Director, Program Manager, and administrator of the RWBID staff for this contract. He has 24 years of related design and construction management experience providing services for public and private clients. Matthew has proficiency in this role with multiple public agencies including the County of Los Angeles, the City of Pasadena, the City of Long Beach, the Port of Long Beach, and Los Angeles World Airports. He has managed Capital Construction projects with values ranging from $750,000 to $2 billion, including dozens of master planning and civic center projects on behalf of various local public agencies.

Matthew will be the primary point of contact for work performed under this Agreement and he will provide an excellent working relationship with the staff and management of the City. He will be responsible for overall contract performance and quality matters. He will be in charge of contract coordination, staff performance, and supervising subcontracted services as part of this scope of work.

Matthew is a licensed architect in the state of California, a Certified Construction Manager (CCM), and a LEED Accredited Professional. Matthew holds a Master's degree from the University of Southern California and a Bachelor's degree from Lehigh University. In 2013, he launched a student internship program in collaboration with the Construction Managers Association of America (CMAA) Southern California Chapter and it has grown to provide internships and scholarships valued at over $300,000 per year with an aggregate total of $1.8 million awarded since 2013. He is a Past President of the CMAA Southern California chapter and the current President/Chair for the CMAA Southern California Charitable Foundation.

PRINCIPAL PROJECT MANAGER – RYAN KRISTAN, ARCHITECT, LEED AP

Ryan has worked for RWBID since 2011 and he has managed some of the region's most complex building projects. He has delivered projects using design-build, design-bid-build, JOC, and Public-Private-Partnership. Ryan is a licensed architect and brings a deep understanding of the built environment as he collaborates well with design consultants and contractors to deliver complicated public agency projects. Ryan is an expert at delivering parks and recreation, libraries, aquatic/swimming pool projects, and community center projects for the firm.

Ryan will be responsible for training of staff and operations and technical oversight. Ryan is available as a resource to the Project and Construction Management teams and the City of Murrieta.

PROJECT MANAGER II – TINKA ROGIC, ARCHITECT, LEED AP

Tinka has 25 years of design and construction management experience with a focus on providing project management services for public clients, including the County of Los Angeles and the Los Angeles Unified School District. She has managed projects with values ranging from $5 million to $200 million and has extensive experience collaborating with and managing architecture and engineering teams from the project definition phases through construction completion. Tinka has extensive experience managing and delivering library, parks and recreation projects, and other relevant large community benefit projects.

As the day-to-day point of contact for work performed under this Agreement, Tinka will be committed to utmost client satisfaction. She will ensure that goals, quality expectations and deliverables are met at each stage of the project, identifying potential risks and issues, and developing strategies to mitigate them. Tinka will be responsible for keeping budgets and timelines on track, while reporting regularly on progress to City staff, and coordinating with consultants, outside agencies, stakeholders, commissions, and other stakeholders.

Tinka is a licensed architect in California and a LEED Accredited Professional (AP). She holds a Master's degree in Architecture from SCI-Arc in Los Angeles, CA.

CONSTRUCTION MANAGER II – SAL MANZELLA, CCM, LEED BD+C

Sal Manzella, CCM has over 25 years of experience providing project and construction management services to many large and complex public and private owner organizations, including 10+ years delivering deferred maintenance and major renovation projects for various LA County Departments. He is well versed in project delivery procedures for projects and programs and he has delivered a diverse range of projects including libraries, pool/ aquatics projects, deferred maintenance projects, major renovations, central plant upgrades, ADA improvements, and facility master planning.

Sal is a Certified Construction Manager (CCM) and a LEED Building Design and Construction (BD+C) professional.

ESTIMATOR II –SAM SHABANI

Sam has over 10 years of cost estimating and cost control experience for public agencies and Owners in the construction industry. His skills include budgetary/conceptual estimates, hard bid and negotiated bid construction estimates, Fair Cost Estimates (FCE) for Change Orders, and various forms of project cost controls and construction administrative support.

Sam will provide part-time cost estimating to the project team throughout the life of the project. He will provide initial cost estimates to enable the City to secure appropriate project financing. During construction, Sam will analyze change order requests from the contractor to ensure fair pricing and accuracy in scope. He will track and analyze design and construction contract amendments to ensure budget reliance. Sam will maintain and update the cost exposure/change order log throughout the project.

PROJECT SCHEDULER II – JOHN JACOBS

John will provide scheduling services for the project and will be responsible for managing and monitoring the overall construction schedule, and provide support for cost, change management, and risk controls. He has 25 years of project controls experience managing the planning/scheduling of design and construction projects, including significant experience planning libraries, parks and recreation projects, public works, fire, and public safety projects for local clients including LA County Public Works, the City of Manhattan Beach, LA Metro, and Los Angeles World Airports.

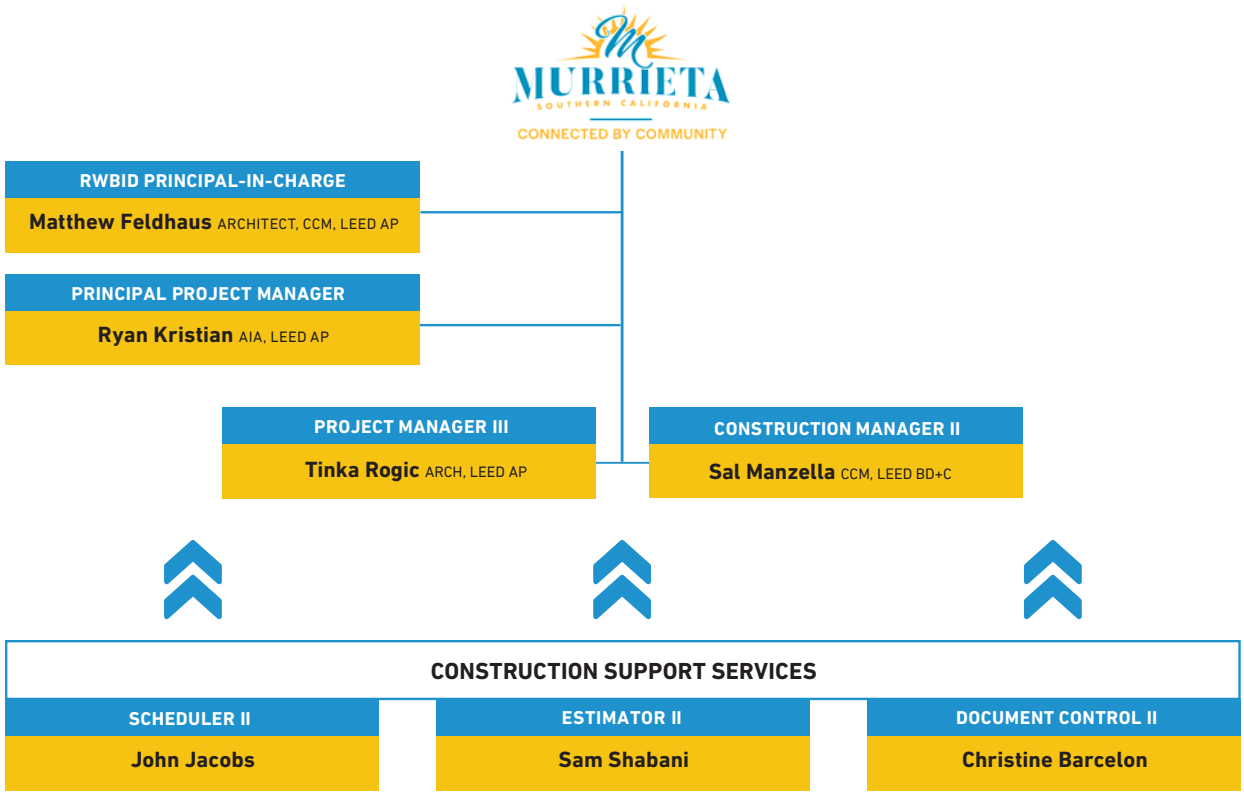
John will proactively identify project technical issues and schedule impacts for senior management to ensure remedial actions are promptly taken to avoid financial losses. He will help streamline the project by following strict industry standards and contracted terms and conditions. John will work with the Project/Construction Manager, contractor, and architect to continuously monitor and ensure that schedule complies with the actual work on-site, help them make critical decisions, and bring the project back on track in case of delays.

DOCUMENT CONTROL II – CHRISTINE BARCELON

Christine has an extensive background in providing all aspects of construction/project management support, administration, records management, closeout procedures, and facility operations. She is a team player with comprehensive experience in construction project management and engineering support working on some of the largest projects in Southern California, including the $1.8 billion Harbor UCLA Master Plan project, Olive View Medical Center, and the $5 billion Inglewood LA Rams Stadium project. Christine has worked with many local public agencies including LA County, Southern California Gas, and LADWP. She has managed an administrative and technical team of up to 8 staff.

3C ORGANIZATIONAL CHART

RWBID has organized a team of expert project managers, construction managers, and project support staff. Our main goal is to effectively advise and assist the City with building this important community resource. Our firm is experienced at managing these project types and we will provide all of the resources necessary to complete the project on time and under budget. The following organizational chart highlights the arrangement and reporting structure of our team including key personnel and additional support staff proposed for this contract. You will find detailed resumes indicating relevant experience in Section 3D – Staff Resumes.



MATTHEW FELDHAUS ARCHITECT, CCM, LEED AP

Principal-In-Charge

Matthew has 23 years of experience and has an extensive background in leading, managing, and coordinating an array of projects and programs. Matthew possesses a design and technical background and he is extremely detail oriented, excelling at all aspects of team leadership, project management, design management, construction management, and project administration. His diversity in project management is evident, having managed small projects from $750,000 up to billion-dollar programs. Matthew is also active in the Construction Management Association of America (CMAA) Southern California Chapter, serving on the Board of Directors since 2010. Matthew was recently selected by Engineering News-Record (ENR) California as a Top 20 Under 40 recipient. This annual competition identifies the "Best-of-the-Best" in the construction and design industry and celebrates leadership, community involvement, and career dedication.

RELEVANT YEARS OF EXPERIENCE
24

EDUCATION
Master of Architecture, University of Southern California,

Bachelor of Arts, Architecture Major, Lehigh University

LICENSES/CERTIFICATIONS
Licensed Architect, CA #C-33265

Certified Construction Manager (CMCI)

LEED Accredited Professional (USGBC)

LOCAL PUBLIC AGENCY EXPERIENCE

PROFESSIONAL LICENSE / CCM

PROJECT/ CONSTRUCTION MANAGEMENT

QA/QC EXPERIENCE

DESIGN MANAGEMENT

BUDGET MANAGEMENT

SCHEDULE MANAGEMENT

VALUE ENGINEERING EXPERIENCE

LEED AP / ENVISION EXPERIENCE

DESIGN-BUILD

P3

JOC

CMAR

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
Rancho Los Amigos Master Plan

DOWNEY, CA

Matthew was the Project Manager for the master planning, redevelopment, and construction of the Rancho Los Amigos campus. The development plan consists of 5 million SF of medical, county office, commercial office, retail, restaurant, hotel, and parking, and all new infrastructure to support the redevelopment. The project costs are estimated at $2.7 billion.

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
Rancho Los Amigos South Campus Headquarters Buildings

DOWNEY, CA

Matthew is also the Project Manager for the new Rancho Los Amigos South Campus project that will construct a new ISD headquarters, Probation Department headquarters, and a new Sheriff Crime Lab. This project is estimated to cost $468 million and will be complete in 2021.

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
Rancho Los Amigos Hospital Consolidation Project

DOWNEY, CA

Matthew was the Project Manager for the pre-design and design of the $402 million project. Pre-design activities include coordinating infrastructure investigations, hazardous materials investigations, materials testing, historic analysis reports, environmental and geotechnical investigations, and design programming. Matthew also provided oversight of the scoping documents for the design-build project. He assisted with project phasing to ensure the facility would be operational during construction and meet critical state mandated deadlines.

ISD COUNTY DATA CENTER
County of Los Angeles, Department of Public Works

DOWNEY, CA

Matthew was the Project manager for design and construction of a new $208 million, 112,000 SF facility. The facility is to be built partially below ground with a vegetated roof and landscaped berms. The project also includes historic renovations to a Power Building, an entry building, an office building, and historic bungalows.

Rancho Los Amigos Master Plan

DEPARTMENT OF PUBLIC WORKS, COUNTY OF LOS ANGELES

As Needed Consultant Project and Program Management Services

ALHAMBRA, CA

Matthew was the Project Manager and Construction Manager for the design and construction of various Public Works projects. On-site project management Owner's representative managing schedule, budget, design, construction, commissioning, and closeout. Project delivery methods include design-bid-build, design-build, and Job Order Contracting.

GALLO CENTER FOR THE ARTS

Performing Arts Center

MODESTO, CA

Matthew was the Assistant Project Manager for the new 1,600 seat, 85,000 SF, $38 million performing arts center in Modesto, CA. Matthew assisted with the redesign efforts when funding and financing from the city were less than expected. He met with the foundation Board of Directors occasionally to give project status updates and present negotiated change orders for approval.

US BANKRUPTCY AND US TRUSTEES COURT

Tenant Improvements

MODESTO, CA

Matthew was the Project manager for the design and construction of the 15,000 SF tenant improvement project. The project consisted of a new court, supporting security measures and offices, meeting spaces, and modifications to the building core services. Activities included coordinating with multiple agencies including the US General Services, US Marshals, and courts personnel.

HOMEBOY INDUSTRIES

Headquarters Building

LOS ANGELES, CA

Matthew was the Project manager for the design and construction of the $8.5 million, 24,000 SF headquarters for the non-profit entity. The new facility serves as the headquarters for their multiple free programs including counseling, education, tattoo removal, job training and job placement. The project consists of a fully-functioning bakery, catering facility, restaurant, offices, tattoo removal clinic, and classrooms.

CUSHMAN WATT SCOUT CENTER

Office Building and Parking Garage

LOS ANGELES, CA

Matthew was the Project manager for the design and construction of a $9.5 million, 25,000 SF new office facility and 42,000 SF parking garage and roof landscape activities deck. The project consists of new offices, retail shop, community meeting rooms, and an urban outdoor Scout experience located on the roof of the adjacent parking garage.

RYAN KRISTIAN AIA, LEED AP

Principal Project Manager

Ryan has eighteen years of professional experience with an architectural and construction management background. He has been instrumental in projects where schedule and budget, as well as design, have been critical to the completion of complicated projects. Ryan has the ability to keep a project well organized and moving forward in order to achieve the goals of the client. Based on a strong sense of design coupled with a sincere concern for the built environment, Ryan excels at Project Management. His experience managing complicated higher educational projects coupled with his experience managing large scale owner capital projects is an asset to public agencies.

RELEVANT YEARS OF EXPERIENCE
19

EDUCATION
Master of Architecture, University of Southern California

Bachelor of Science in Architectural Studies

LICENSES/CERTIFICATIONS
Licensed Architect, CA #C-32303

LEED Accredited Professional (USGBC)

LOCAL PUBLIC AGENCY EXPERIENCE

PROFESSIONAL LICENSE / CCM

PROJECT/ CONSTRUCTION MANAGEMENT

QA/QC EXPERIENCE

DESIGN MANAGEMENT

BUDGET MANAGEMENT

SCHEDULE MANAGEMENT

VALUE ENGINEERING EXPERIENCE

LEED AP / ENVISION EXPERIENCE

DESIGN-BUILD

P3

JOC

CMAR

COUNTY OF LOS ANGELES
Stoneview Nature Center

CULVER CITY, CA

As the Construction Manager for the $10.5 million Stoneview Nature Center design-build project, Ryan lead the transformation of the five-acre brownfield in a highly sustainable park. The 4,000 SF Community Building and Interpretive Garden are places for the community to come together to engage with each other and the environment. The project has won four awards including from CMAA and DBIA.

COUNTY OF LOS ANGELES
Helen Keller Park Remediation

LOS ANGELES, CA

Ryan was the construction manager for this complicated landfill park project. The Helen Keller Park low-bid project required extensive coordination with State and Local agencies, along with full-time environmental monitoring, and specialized contractors due to the previously abandoned landfill. The scope of work included relocating the top 12" of soil from 6.6 acres to the baseball field, which was surrounded by a retaining wall to contain the contaminated soil.

COUNTY OF LOS ANGELES
Park to Playa Trail: Stoneview Nature Center to Scenic Overlook

CULVER CITY, CA

Ryan was the Project and Construction Management of this $2.3 million trail project required coordination with State, County, and local cities on a site previously occupied by the Inglewood Oil Fields. The positive community outreach lead to a design that required grading of the sloped hillsides, landscaping, and railings that met the needs of all parties.

COUNTY OF LOS ANGELES
Park to Playa Trail: Stoneview Nature Center to Kenneth Hahn State Recreation Area

CULVER CITY, CA

Ryan's organization skills and proactive leadership were critical to the success of this project. The extensive Project Management of this pedestrian bridge and trail project is due to the involvement of many stake holders across multiple municipalities, including California, City of Los Angeles, and the City of Culver City. The daily management also includes coordination of schedules with Southern California Edison who is undergrounding overhead electrical lines that conflict with the 120-foot span bridge.

COUNTY OF LOS ANGELES
Jesse Owens Basketball Court

LOS ANGELES, CA

The funding for this $900,000 project required the Construction Management of a fast schedule for both construction and grant reimbursement. By coordinating the County of Los Angeles Department of Parks and Recreation and the contractor, the project was completed on-time and under budget.

Stoneview Nature Center

COUNTY OF LOS ANGELES
Central Juvenile Hall and Eastlake Court Master Plan

LOS ANGELES, CA

Ryan's Project Management required compiling a team of qualified architects, planners, and justice consultants. The leadership of this project maintained open lines of communication between County Departments and the design team to deliver a report that provided not only master plan options, but also construction phasing and cost information.

COUNTY OF LOS ANGELES
Hall of Justice Cafeteria

LOS ANGELES, CA

The key to success for the Construction Management of this 8,000 SF kitchen and cafeteria was customer service and transparency. By forging a bond with the Sheriff's Department, the District Attorney, and the contractor, Ryan delivered this challenging project using trust and strict decision making.

COUNTY OF LOS ANGELES
Victoria Golf Course Redevelopment

CARSON, CA

Acting as the direct liaison between the Second Supervisorial District and the two private developers, Ryan is providing proactive leadership to push this large project to be completed by a schedule unprecedented in the County. This 180-acre site is being transformed into a major sports complex including 40 tennis courts, 10 soccer fields, retail, and Tiger Woods Top Golf.

COUNTY OF LOS ANGELES
Challenger Memorial Youth Center Security Enhancements

LANCASTER, CA

As technology changes and the need for security increases, the Ryan's project management included walking the County of Los Angeles Probation Department though research and design to meet the needs of a State mandate to enhance the lives of youth at the camp. Included in the project is CCTV along with panic alarms and related infrastructure.

TINKA ROGIC ARCH, LEED AP BD+C

Project Manager III

Highly versatile, decisive and organized space planner, architect and owner representative with over 25 years of professional experience in new construction and modernization projects, working in all phases of design. Successfully managed and collaborated on a variety of projects, including educational, healthcare, workplace, residential and commercial work, consistently delivering quality work on time and within budget.

RELEVANT YEARS OF EXPERIENCE
25

EDUCATION
Master of Architecture SCI-Arc, Los Angeles, California

Diploma in Architecture Technische Universität München (TUM), Munich, Germany

LICENSES/CERTIFICATIONS
CA Architect License C-30853

LEED BD+C

CDT (CSI)

LOCAL PUBLIC AGENCY EXPERIENCE

PROFESSIONAL LICENSE / CCM

PROJECT/ CONSTRUCTION MANAGEMENT

QA/QC EXPERIENCE

DESIGN MANAGEMENT

BUDGET MANAGEMENT

SCHEDULE MANAGEMENT

VALUE ENGINEERING EXPERIENCE

LEED AP / ENVISION EXPERIENCE

DESIGN-BUILD

P3

JOC

CMAR

LOS ANGELES COUNTY OFFICE OF THE CEO
Real Estate Support Services

LOS ANGELES, CA

Space Analyst, creating programs and space utilization recommendations based on department's current and long-term space needs.

- Provides space programs based on requests for new leases or lease renewals.
- Evaluates space utilization and provides recommendations for future space use.
- Collects space request data and survey information to provide updates to GIS team.
- Analyzes survey information, including telework data, to include in project analysis.
- Prepares cost estimates and coordinates approvals with department budget analysts
- Presents analyses to Section Chief and Real Estate Development Manager.
- Provides input for Space Standard guidelines as well as Policies and Procedures.
- Leads coordination meetings with Real Estate Development Leasing group. -Creates improvements and provides training for paperless online space requests.
- Identifies and coordinates relocation opportunities.
- Collaborated with design professionals on strategic LA County Space Reduction Plan.

LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD)
Design Manager

LOS ANGELES, CA

Owner Representative for new construction and comprehensive modernization projectsmanaging the District's planning and design process for the Facilities Services Division.

- Managed multiple projects through interaction with architects, consultants and District personnel from project conception to final approval.
- Ensured that plans were within functional, budgetary, environmental and legal requirements, and met building codes and District standards.
- Provided Architects and consultants with clear and consistent direction on work scope, project objectives, standards, schedules and budget.
- Tracked internal and vendor cost estimates at all stages of design.
- Reviewed design options and ensured that the designs met the project objectives, the needs of the District, the local community and the environment.
- Participated in community relations and outreach programs.
- Ensured that all steps within the project were documented per legal requirements.
- Coordinated with other branches such as Office of the Environment Health & Safety, Maintenance & Operations, and Project Execution.
- Verified building data and provided updates for CAFM system.

SAL MANZELLA CCM, LEED AP

Construction Manager II

Sal has over 25 years of experience providing project management services to many large and complex Public and Private owner organizations, including LA County, Raytheon Corporation, and the Federal Reserve Bank of San Francisco. He is well versed in the LA County project delivery procedures for projects and programs to deliver pool/aquatics projects, deferred maintenance projects, major renovations, central plant upgrades, ADA improvements, hazardous waste removal, and facility master planning. Sal has 9 years of experience with LA County ISD and Public Works managing projects for various County departments including CEO, Health Services, Libraries, Probation, Superior Courts, Sheriff, and Public Health.

RELEVANT YEARS OF EXPERIENCE
25

EDUCATION
BS, Engineering & Construction Management, California State University, Long Beach

LICENSES/CERTIFICATIONS
Certified Construction Manager (CCM) #A2159

California General Contractor B-License #688242

LEED AP #10312984

Six Sigma Expert Certification

LOCAL PUBLIC AGENCY EXPERIENCE

PROFESSIONAL LICENSE / CCM

PROJECT/ CONSTRUCTION MANAGEMENT

QA/QC EXPERIENCE

DESIGN MANAGEMENT

BUDGET MANAGEMENT

SCHEDULE MANAGEMENT

VALUE ENGINEERING EXPERIENCE

LEED AP / ENVISION EXPERIENCE

DESIGN-BUILD

P3

JOC

CMAR

LA COUNTY PARKS AND RECREATION
Project Manager

AL HAMBRA, CA

Sal is managing the design, construction, and inspection of the installation of underwater lighting and new deck lighting at 23 existing pool and aquatic center facilities. The fastracked program cost $11 million and was phased to be completed between two active swim seasons. The program is part of the Parks After Dark (PAD) program to provide nighttime activities for youth during the summer holiday season.

COUNTY OF LOS ANGELES PUBLIC WORKS
Project Manager

AL HAMBRA, CA

Mr. Manzella has managed dozens of Facility Reinvestment Program (FRP), deferred maintenance, new construction, and tenant improvement projects for LA County Public Works. He has worked closely with the Sheriff's Department and Probation Department to deliver their key capital improvement projects. His duties include design management, budget and schedule management, construction management, bidding coordination, JOC review and oversight, and project closeout.

COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT
Senior Project Manager

LOS ANGELES, CA

Mr. Manzella's duties included multiple capital construction projects for the Department of Health Services, Probation Department, Superior Courts, and Public Health Department. His responsibilities include development of scope, design, evaluating proposals, managing construction and closeout. Oversaw RWBID staff of 6 PMs and support staff. Select projects included:

- Camp Miller/Kilpatrick pool renovation
- Barry J. Nidorf pool renovation project
- Camp Challenger ADA upgrades
- B.J. Nidorf asbestos abatement
- Rio Hondo Probation office renovations
- Warm Springs Rehabilitation Center new water filtration system
- Harbor UCLA elevator modernization
- Harbor UCLA clinic building roof replacement
- Registrar Recorder chapel and office renovations
- Public Health Antelope Valley Dorm-Z HVAC upgrades

RAYTHEON CORPORATION
Senior Facilities Project Manager

EL SEGUNDO, CA

Duties include project planning, design management, procurement, and construction management through closeout. Mr. Manzella worked with his customers from project inception through delivery to the end-user customer. Typical projects included office renovations, site improvements, roofing and HVAC replacement projects, and new lab facilities. Select projects included:

- Class 10k clean room design and construction
- Laser lab renovation basement level
- Radar lab renovation w/emergency back-up power system
- Laser lab high-rise rooftop location

JOHN JACOBS

Scheduler II

John has extensive experience in creating and maintaining schedules and providing contractor schedule reviews for multiple public agency clients including Los Angeles County Public Works, Los Angeles World Airports, Metro, and multiple school districts. John has been primarily responsible for construction oversight, creating and maintaining project schedules, verification of completed work for progress payments, creating specialized progress reports for upper management, and conducting Time Impact Analysis for critical path items.

RELEVANT YEARS OF EXPERIENCE
25

EDUCATION
BS, Construction Management California State University of Sacramento

LOCAL PUBLIC AGENCY EXPERIENCE

PROFESSIONAL LICENSE / CCM

PROJECT/ CONSTRUCTION MANAGEMENT

QA/QC EXPERIENCE

DESIGN MANAGEMENT

BUDGET MANAGEMENT

SCHEDULE MANAGEMENT

VALUE ENGINEERING EXPERIENCE

LEED AP / ENVISION EXPERIENCE

DESIGN-BUILD

P3

JOC

CMAR

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Scheduler II

ALHAMBRA, CA

John is responsible for updating, building, and maintaining the schedules for over 200 projects across LA County Public Works' Capital Improvement Program. His work includes:

- Schedule builds and monthly schedule updates for $3 Billion of projects
- Contractor schedule baseline review, contractor schedule update review, and claims mitigation
- Knowledge of construction and advice for avoidance of project delays
- Work with the Section Heads to create special layouts and third-party reports for data
- Effective communication and problemsolving skills
- Identify deviations of the critical path due to an activity slip
- Recommendation of recovery plans
- Create What-If schedules for multiple delivery types
- Time Impact Analysis for change orders, delayed activities, acts of God

CITY OF MANHATTAN BEACH POLICE AND FIRE FACILITY
Scheduler

LOS ANGELES, CA

John provided scheduling services for the $40 million new police and fire facility project. He created monthly projected costs, verified the work completed in the field against the progress payment, created deficiency notices, tracked submittals, RFIs, and change orders. He coordinated with several utility companies to relocate utilities for an underground parking structure. He created traffic control plans for the excavation of sand from the site for the parking structure.

LOS ANGELES WORLD AIRPORTS (LAWA) CENTRAL UTILITY PLANT PROJECT
Scheduler

INGLEWOOD, CA

John provided construction scheduler services for the new $255 million central plant with a 20,000-ton cooling capacity and utility distribution piping for electrical, communications, reclaimed water, fire water, and potable water piping to all terminals. He created a detailed buildable schedule with commissioning activities, modified the schedule sequencing and durations to match job conditions, and adjusted durations on cost loaded activities to accurately predict completion dates. John inserted additional change order work as Time Impact Analysis into the schedule to verify its impact on the critical path. All new activities were coded to show up in the reports delivered to the management team. He provided weekly updates and verified cost loaded activities and remaining durations were accurate.

LOS ANGELES WORLD AIRPORTS (LAWA) TOM BRADLEY INTERNATIONAL TERMINAL,
Scheduler

INGLEWOOD, CA

John provided scheduling services for construction of the $1.5 Billion Tom Bradley International Terminals at LAX, adding one million square feet for new terminals and core. This new construction for the Tom Bradley Airport also involved working on analyzing the contract changes and scope creep to determine which changes included time impacts. John researched change orders for Time Impact Analysis and determined additional days to include in the schedule. He updated the bi-weekly schedules from the superintendent data for publish to the owner and subcontractors. John did a weekly job walk to verify the superintendent's updates.

SAM SHABANI EIT

Estimator II

Sam is a highly skilled and motivated Senior Construction Cost Estimator with ten years of experience as a construction estimator in healthcare, commercial, educational, industrial, and residential projects. He has 6+ years of previous industry experience in Civil Engineering and construction management. Sam has provided cost estimates and change order review for multiple public agencies.

RELEVANT YEARS OF EXPERIENCE
10

EDUCATION
Tehran Polytechnic, MSc in Geotechnical Engineering

Azad University, Tehran, Iran, BS in Civil Engineering

- LOCAL PUBLIC AGENCY EXPERIENCE
- PROFESSIONAL LICENSE / CCM
- PROJECT/ CONSTRUCTION MANAGEMENT
- QA/QC EXPERIENCE
- DESIGN MANAGEMENT
- BUDGET MANAGEMENT
- SCHEDULE MANAGEMENT
- VALUE ENGINEERING EXPERIENCE
- LEED AP / ENVISION EXPERIENCE
- DESIGN-BUILD
- P3
- JOC
- CMAR

SENIOR COST ESTIMATOR

REPRESENTATIVE PROJECT LIST PROVIDED AS AN ATTACHMENT.

- Prepared cost estimates for more than 200 healthcare, commercial, K-12, colleges, and heavy civil projects
- Prepared quantity take-offs and cost estimates for high-rise buildings
- Reviewed Guaranteed Maximum Price (GMP) proposals and verified validity of contractor proposed pricing
- Prepared ROM estimates for preliminary design and feasibility studies
- Provided constructability reviews for community college projects
- Analyzed, revised, and implemented cost data based on changing market conditions
- Provided contractor's change order review at the MLK Child Family Well Being Center, Olive View Medical Center, and the Port of Los Angeles

RELEVANT PROJECTS ESTIMATED

- P8301 Sunset Blvd Restaurant and Office ($15M)
- AFB-Wright Patterson ($17M)
- Alhambra Unified School District - Baldwin Elementary ($6M)
- Bethune Middle School - ADA Barrier Removals ($2M)
- Cal Poly SLO University Union and Building ($22M)
- California State University Los Angeles: Student Housing Project ($26M)
- California State University San Bernardino Student Union ($71M)
- Cerritos College Health Science Renovation ($31M)
- City of Downey: Measure S Projects ($13M)
- City of LONG BEACH: more than 50 projects ($25M)
- County of San Diego: El Cajon Library ($1M)
- Fullerton College: Buildings 300 & 500 ($18M)
- GSA San Diego Office ($5M)
- Long Beach City College ($14M)
- Los Angeles Community College District: ELAC ADA Phase III ($8M)
- Dockweiler Beach RV Park Expansion ($1M)
- NOCCCD: Central Plant ($8M)
- Pasadena Expansion Ecology and Life Science study ($145M)
- Port of Los Angeles: Change order review (more than 20 projects)
- Port of Los Angeles: On-Call Cost Estimate

CHRISTINE BARCELON

Document Control II

Christine has an extensive background in providing all aspects of construction/project management support, administration, records management, closeout, procedures, and facility operations. She is a self-motivated, diligent manager that works with a sense of urgency and possesses strong analytical skills. She is a team player with comprehensive experience in construction project management and engineering support working on some of the largest projects in Southern California, including the $1.8 billion Harbor UCLA Master Plan project, Olive View Medical Center, and the $5 billion Inglewood LA Rams Stadium project.

RELEVANT YEARS OF EXPERIENCE
18

EDUCATION
College of the Holly Spirit, Manila, Philippines, B.S. in Nutrition

- LOCAL PUBLIC AGENCY EXPERIENCE
- PROFESSIONAL LICENSE / CCM
- PROJECT/ CONSTRUCTION MANAGEMENT
- QA/QC EXPERIENCE
- DESIGN MANAGEMENT
- BUDGET MANAGEMENT
- SCHEDULE MANAGEMENT
- VALUE ENGINEERING EXPERIENCE
- LEED AP / ENVISION EXPERIENCE
- DESIGN-BUILD
- P3
- JOC
- CMAR

HARBOR UCLA MASTER PLAN

Document Control Manager

TORRANCE, CA

Christine is the lead document control manager for the $1.8 billion Harbor UCLA Master Plan project. In her role as manager, she leads a team of six (6) technical and administrative staff to support the construction management team. She works closely with the Public Works project management team to successfully deliver the projects and resolve issues. Christine's duties included:

- Process and maintain project documents according to County procedures
- Distribute and assign workload amongst the six support team members
- Provide leadership to resolve issues
- Establish the policies and procedures for document control activities as part of the Project Management Plan (PMP)
- Manage correspondence, field memos, submittals, invoices, drawing logs, safety notices, RFIs, and photos

OLIVE VIEW MEDICAL CENTER PROJECTS

Document Control II

SYLMAR, CA

Christine is the lead document control manager and office/trailer manager for various seismic compliance and renovation projects at Olive View Medical Center. Projects include a new Agriculture Commission trailer, new clinical space, installation of code blue stations, emergency power upgrades, Fire Alarm and Nurse Call system upgrades, gastrointestinal tenant improvements, and SB1953 seismic compliance at the inpatient building. Christine's duties included:

- Provided construction support services to project management staff on multiple, concurrent, Projects through Closeout, tracking closeout status, compiling required documentation, assembling turnover packages and maintaining archival records both in-house and off-site.
- Process and maintain project documents according to County procedures · Manage correspondence, field memos, submittals, invoices, safety notices, RFIs
- Preparation of Board letters, NTPs, meeting minutes, and transmittals
- Provide administrative support working in the office/trailer
- Conducted all project closeout coordination including the following tasks: *Tracked closeout status, including DSA approvals, compiled all required documentation, ensured punch list items were completed, administratively assisted with final payment and retention release documentation, assembled turnover packages, maintained archival records, assisted with FF&E / move-in transition, coordinated warranty and Maintenance & Operations manual turnover*

SCOPE OF SERVICES

SECTION
04

04 SCOPE OF SERVICES

4A STAFF RESPONSIBILITIES

RWBID has reviewed the scope of work for the project described in the Request for Proposal. We have also extensively reviewed the project's prior history and the City's concern to provide a right-sized project that is fiscally prudent. We are proposing the right technical staff and administrative services to accomplish the goals for the project, and we are ensuring that we are caretakers of this public funding. The following table identifies the services listed in the RFP that will be provided in-house by RWBID professional and technical staff. This table includes our approach to staff the project and identifies the staff with Primary (P) and Support (S) responsibilities to accomplish the scope of work.

Stevenson Ranch Library Renovation
STEVENSON RANCH, CA

TASK	SCOPE OF SERVICES	Ryan Kristan (Principal Project Manager)	Tinka Rogic (Project Manager III)	Sal Manzella (Construction Manager II)	John Jacobs (Scheduler II)	Sam Shabani (Estimator II)	Christine Barcelon (Document Control II)
2.1	Develop a comprehensive proj mgmt plan outlining objectives, timelines, milestones, and budget	S	P	S	S	S	
2.2	Coordinate with stakeholders including library management, AE, contractors, and relevant authorities.	S	P				
2.3	Establish effective communication channels to ensure timely updates and resolution of issues.	S	P				
2.4	Conduct regular progress meetings and provide detailed reports to stakeholders.	S	P				
2.5	Monitor project progress, identify potential risks, and implement mitigation strategies.	S	P	S			
2.6	Manage project documentation, including contracts, permits, and approvals.		S	S			P
3.1	Review and approve design documents to ensure alignment with project requirements and budget.	S	P			S	
3.2	Constructability, cost estimation and bid documentation reviews.	S	P	S		S	
3.3	Assist obtaining necessary permits and approvals from City engineering, planning and building & safety.		P				S
3.4	Develop a detailed project schedule incorporating design, procurement, and construction phases.		S	S	P		
3.5	Grant management to ensure the project design complies with the State requirements.	S	P				
4.1	Assist with the bidding process for selecting contractors and subcontractors.		P	S			
4.2	Manage construction activities to ensure adherence to specifications, quality, and safety protocols.		S	P			
4.3	Conduct regular site inspections to monitor progress and compliance with the construction schedule.		S	P	S		
4.4	Address any design modifications or unforeseen issues in a timely manner.		P	S			
4.5	Facilitate coordination among various trades to minimize disruptions and conflicts.			P			
4.6	Implement a robust change management process to document and evaluate any deviations.			P		S	S
4.7	Review of all contractor applications for payment.			P	S	S	S
4.8	Manage and maintain documentation storage and control.		S	S	S	S	P
4.9	Grant management to insure all constructed items comply with the State requirements.	S	S	P			
5.1	Conduct final inspections and ensure completion of all punch list items.			P			
5.2	Facilitate the transition of the expanded facility to the library management team.	S	S	P			
5.3	Provide training and support for operating and maintaining new systems and equipment.	S	S	P			
5.4	Ensure all project documentation, as-built drawings, and warranties are handed over to the library.		S	S	S	S	P
5.5	Grant closeout.		S	P	S	S	S
6.1	Project Management Plan	S	P	S	S	S	S
6.2	Design Review Reports	S	P		S	S	S
6.3	Progress Reports		P	P	S	S	S
6.4	Meeting Minutes		P	P			S
6.5	Construction Inspection Reports			P			S
6.6	Change Order Log			P	S	S	S
6.7	Final Inspection Reports			P			S
6.8	Training Documentation			P			S
7.1	Successful handover of the expanded library facility to the library management team.	S	S	P			S
7.2	Post-project evaluation meetings to gather feedback and identify lessons learned for future projects.	S	P	S	S	S	S

P = Primary Responsibility S = Support Responsibility

AC Bilbrew Library Renovation
LOS ANGELES, CA

SECTION
05

FEE PROPOSAL

05 FEE PROPOSAL

5A MAXIMUM NOT-TO-EXCEED FEE

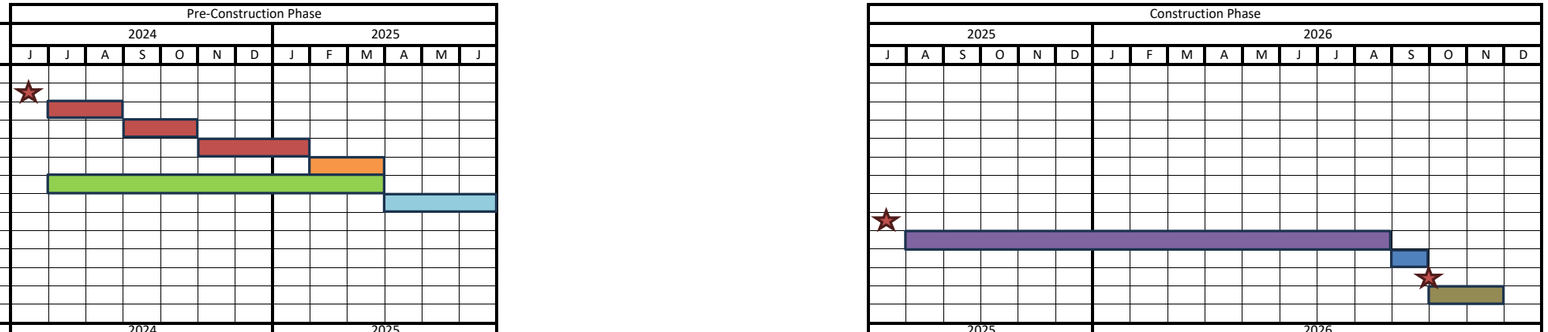
RWBID proposes a Not-to-Exceed Fee of $475,000 to provide Project and Construction Management services for the City of Murrieta Library Expansion Project. This Not-to-Exceed Fee includes labor hours identified in the resource plan and $7,925 for reimbursable costs over the course of the project.

In addition, if RWBID is selected to manage this project, the company will pledge to donate $10,000 to the Murrieta Public Library Foundation. The donation will highlight that our firm and our staff are dedicated to being good stewards of public and donated funds for the project. The donation would be scheduled to be made at the midpoint of the construction phase, should we be contracted for this project.

Pico Rivera Library Renovation
PICO RIVERA, CA

5B RESOURCE PLAN

Schedule Milestones	Finish Date
City Council Award Contracts/NTP	Jun-2024
Schematic Design	Aug-2024
Design Development	Oct-2024
Construction Documents	Jan-2025
Plan Check and Permitting	Mar-2025
FF&E Design	Mar-2025
Bid and Award	Jun-2025
NTP for Construction	Jul-2025
Construction	Aug-2026
Closeout	Sep-2026
Project Complete	Sep-2026
FF&E Move Management	Nov-2026



Position	Staff	2024 J	J	A	S	O	N	D	2025 J	F	M	A	M	J	Subtotal Hours	Rate	Subtotal Pre-Construction Phase
Principal Project Manager	Ryan Kristan	0	20	20	20	20	20	0	0	0	0	0	0	0	100	$ 220.00	$ 22,000
Project Manager III	Tinka Rogic	0	80	80	60	60	60	60	60	45	45	45	45	45	685	$ 195.00	$ 133,575
Construction Manager II	Sal Manzella	0	0	0	0	0	0	0	0	0	0	0	0	20	20	$ 180.00	$ 3,600
Scheduler II	John Jacobs	0	0	40	0	40	0	0	40	0	0	0	0	0	120	$ 160.00	$ 19,200
Estimator II	Sam Shabani	0	0	40	0	40	0	0	40	0	0	0	0	0	120	$ 175.00	$ 21,000
Document Control II	Christine Barcelon	0	10	10	10	10	10	10	10	10	10	10	10	10	120	$ 100.00	$ 12,000
Reimburseables																Not-To-Exceed	$ 3,625
Donation to Murrieta Public Library Foundation																	
Project Labor Total		**0**	**110**	**190**	**90**	**170**	**90**	**70**	**150**	**55**	**55**	**55**	**55**	**75**	**1,065**		

Subtotal Pre-Construction Fee	**$ 215,000**

Position	Staff	2025 J	A	S	O	N	D	2026 J	F	M	A	M	J	J	A	S	O	N	D	Subtotal Hours	Rate	Subtotal Construction Phase
Principal Project Manager	Ryan Kristan	20	20	0	0	0	0	0	0	0	0	0	0	0	0	20	0	0	0	60	$ 220.00	$ 13,200
Project Manager III	Tinka Rogic	30	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	$ 195.00	$ 11,700
Construction Manager II	Sal Manzella	20	80	80	80	80	60	60	60	60	60	60	60	60	60	40	40	40	0	1,000	$ 180.00	$ 180,000
Scheduler II	John Jacobs	0	20	20	10	10	10	10	0	0	0	0	0	0	0	0	0	0	0	80	$ 160.00	$ 12,800
Estimator II	Sam Shabani	0	20	20	10	10	10	10	0	0	0	0	0	0	0	0	0	0	0	80	$ 175.00	$ 14,000
Document Control II	Christine Barcelon	10	20	20	20	20	20	20	10	10	10	10	10	10	10	20	10	10	0	240	$ 100.00	$ 24,000
Reimburseables																					Not-To-Exceed	$ 4,300
Donation to Murrieta Public Library Foundation																					Lump Sum	$ (10,000)
Project Labor Total		**80**	**190**	**140**	**120**	**120**	**100**	**100**	**70**	**70**	**70**	**70**	**70**	**70**	**70**	**80**	**50**	**50**	**0**	**1,520**		

Subtotal Construction Fee	**$ 250,000**
Total Not-To-Exceed Fee	**$ 465,000**

RWBID CONSTRUCTION MANAGEMENT
139 Hermosa Avenue
Hermosa Beach, CA 90254
T 626.888.9411
www.rwbid.com

RESOLUTION NO. 25-4884

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, TO APPROVE AN INTERFUND LOAN UP TO $3,500,000 FROM THE MEASURE T FUND TO THE LIBRARY DEVELOPMENT IMPACT FEE FUND TO PARTIALLY FUND THE CHILDREN'S LIBRARY EXPANSION PROJECT (CIP NO. 21027).

WHEREAS, the City owns and operates the Murrieta Public Library facility (the "Library"); and

WHEREAS, the City desires to do various improvements to the library, including the Children's Library Expansion Project; and

WHEREAS, the City maintains the Library Development Impact Fund as a special fund for development impact fees received from developers pursuant to Resolution No. 98-612 and Municipal Code 16.36 for the purpose of providing funds to improve the library, including the Project; and

WHEREAS, the Library Development Impact Fund does not have sufficient funds to fund the entire project; and

WHEREAS, the City desires to loan and transfer $3.5 million from its Measure T Fund reserves, in lieu of obtaining third-party financing, to the Library DIF Fund for the purpose of carrying out the Project; and

WHEREAS, the City proposes to charge interest at a rate of one percent (1%) per annum for the Inter-Fund Loan; and

WHEREAS, the Inter-Fund Loan serves a public purpose by ensuring the continued enhancement and improvement of the Library to the benefit of the City's constituents.

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

Section 1. That the City Council of the City of Murrieta hereby approves the $3.5 million Inter-Fund loan (Exhibit A)from the Measure T Fund to the Library Development Impact Fee Fund for the Children's Expansion.

Section 2. That the Inter-Fund Loan terms are $3.5 million loan amortized over thirty years with interest accruing at one percent (1%).

Section 3. That the City Manager or designee is authorized to administer the loan and the planned schedule of repayment.

PASSED AND ADOPTED this 19 day of August, 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. 25-4884 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 19 day of August, 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

EXHIBIT A

INTER-FUND TRANSFER/ LOAN AGREEMENT

This INTER-FUND TRANSFER/ LOAN AGREEMENT ("Agreement") is entered into this 19 day of August, 2025, by and among the Measure T Fund (Fund No.111) ("Measure T Fund") and the Library Development Impact Fee Fund (Fund No. 131) ("Library DIF Fund") of the City of Murrieta (the "City"), each of which has a separate and distinct source of income, to wit, the Measure T Fund is funded by Sales & Use Tax, and the Library DIF Fund is a special fund and is funded by fees paid by developers in connection with development projects pursuant to Resolution No. 98-612 and Municipal Code 16.36 provides that the amount of the DIF fee shall be established by resolution.

R E C I T A L S

A. The City owns and operates the Murrieta Public Library facility (the "Library"). The City desires to do various improvements to the library, including the Children's Library Expansion Project (the "Project").

B. The City maintains the Library DIF Fund as a special fund for development impact fees received from developers pursuant to Resolution No. 98-612 and Municipal Code 16.36 for the purpose of providing funds to improve the library, including the Project.

C. The City now desires to construct the Project, as more particularly described in Exhibit A hereto, that is funded from the Library DIF Fund; however, there are insufficient funds in the Library DIF Fund to fund the entire Project.

D. The City desires to loan and transfer funds from its Measure T Fund reserves, in lieu of obtaining third-party financing, to the Library DIF Fund for the purpose of carrying out the Project (the "Inter-Fund Loan").

E. The City proposes to charge interest at a rate of one percent (1%) per annum for the Inter-Fund Loan. This interest rate is less than the rate the City would pay if it were to finance the Project from outside sources because the current market interest rate for municipal bonds and/or certificates of participation is approximately 5.5% per annum.

F. The Inter-Fund Loan serves a public purpose by ensuring the continued enhancement and improvement of the Library to the benefit of the City's constituents.

C O V E N A N T S

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the Measure T Fund and the Library DIF Fund hereby agree as follows:

1. Recitals Incorporated.

The Recitals are true and correct and are incorporated into this Agreement by this reference.

2. Inter-Fund Loan.

On or after August, 2025, the Measure T Fund may provide for inter-fund loans on the terms specified below to the Library DIF Fund to the extent necessary to fund the Project but in an amount that is to not exceed $3,500,000. This amount is based upon the reasonable expected cost of the Project as determined by the anticipated project bid & management costs. All inter-fund loans shall be tracked by the City's Finance Department. The funds may only be used for costs associated with the Project.

3. Repayment.

The Library DIF Fund agrees to repay the Inter-Fund Loan Amount, with interest accruing at 1% amortized over thirty 30 years beginning on or after July 1, 2026, as provided in the Payment Schedule attached hereto as Exhibit B (the "Schedule"). The Inter-Fund Loan shall be payable out of funds deposited in the Library DIF Fund. In the event that the Library DIF Fund lacks sufficient funds to make payment as provided in the Schedule, then the amount shall be payable from the next available revenues of the Library DIF Fund. Delinquent amounts shall bear interest at the same rate as the Inter-Fund Loan.

4. Additional Debt.

The Library DIF Fund may incur indebtedness which is superior, on a parity or subordinate to the Inter-Fund Loan. In the absence of an express determination by the Library DIF Fund to the contrary, any such indebtedness shall be superior to the Inter-Fund Loan.

5. Prepayment.

The Library DIF Fund may prepay any Inter-Fund Loan without penalty at any time during the term of the Inter-Fund Loan.

6. Entire Agreement; Amendment.

This Agreement shall constitute the entire agreement related to the Inter-Fund Loan. Except as otherwise provided, this Agreement may be modified or amended only by an agreement approved by the City Council.

7. Non-Liability of City Officials, Officers, and Employees.

No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable for any amount that may become due to the City hereunder.

8. Termination of Agreement.

This Agreement shall continue in full force and effect for a period of, and the obligations of the Library DIF Fund shall terminate on written notice by either party of such termination or payment in full of the Inter-Fund Loan, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year first written above.

CITY OF MURRIETA (MEASURE T FUND)

By: _____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Tiffany Israel, City Attorney

CITY OF MURRIETA (LIBRARY DIF FUND)

By: _____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

Exhibit A
Project

Project Description: The proposed project will complete the original plans and final build-out of the Library in the current garden area. The Children's section will be expanded, and a large storytime room will be added that can hold various programs and accommodate events for the community.

Exhibit B
Schedule

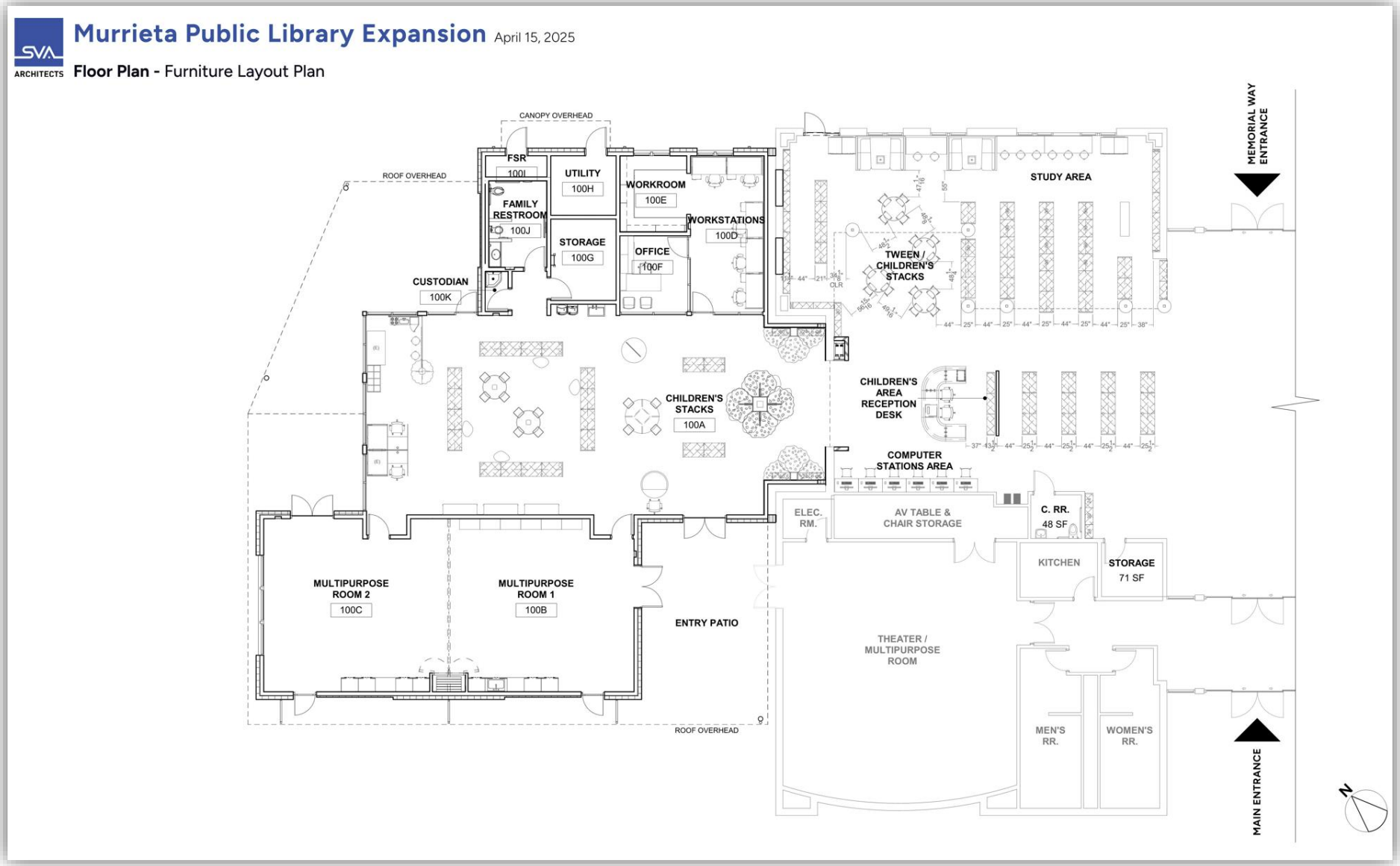
City of Murrieta

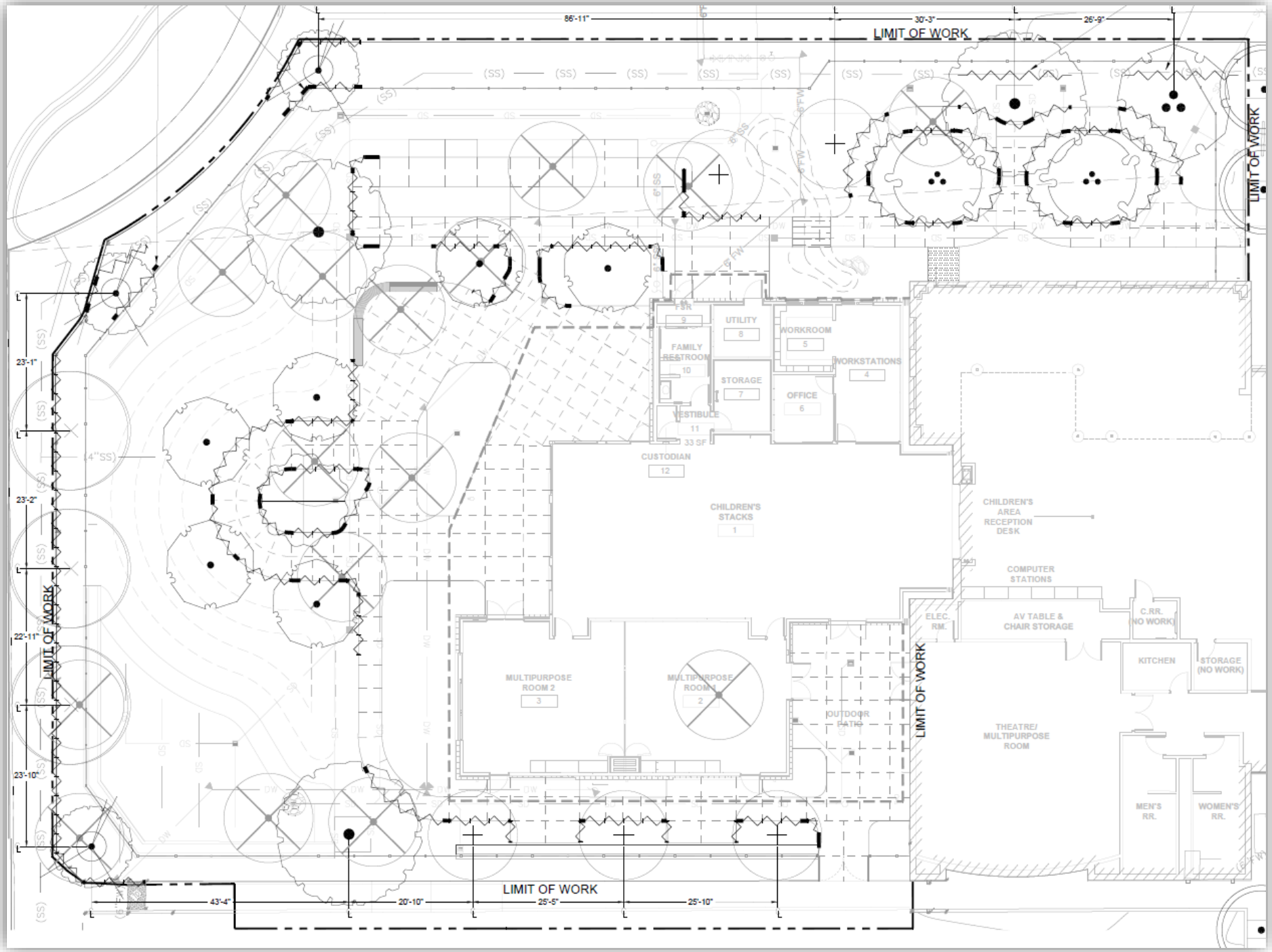
Payment Loan Schedule

Interfund Loan Amount: 3,500,000
Annual Interest Rate: 1.0%
Loan Terms (Years): 30
Interfund Loan From Measure T Fund to Library DIF Fund

Year	Annual Payment	Interest	Principal	Remaining Balance
1	135,618.40	35,000.00	100,618.40	3,399,381.60
2	135,618.40	33,993.82	101,624.58	3,297,757.02
3	135,618.40	32,977.57	102,640.83	3,195,116.20
4	135,618.40	31,951.16	103,667.23	3,091,448.96
5	135,618.40	30,914.49	104,703.91	2,986,745.06
6	135,618.40	29,867.45	105,750.95	2,880,994.11
7	135,618.40	28,809.94	106,808.46	2,774,185.66
8	135,618.40	27,741.86	107,876.54	2,666,309.12
9	135,618.40	26,663.09	108,955.31	2,557,353.81
10	135,618.40	25,573.54	110,044.86	2,447,308.95
11	135,618.40	24,473.09	111,145.31	2,336,163.65
12	135,618.40	23,361.64	112,256.76	2,223,906.89
13	135,618.40	22,239.07	113,379.33	2,110,527.56
14	135,618.40	21,105.28	114,513.12	1,996,014.44
15	135,618.40	19,960.14	115,658.25	1,880,356.19
16	135,618.40	18,803.56	116,814.83	1,763,541.35
17	135,618.40	17,635.41	117,982.98	1,645,558.37
18	135,618.40	16,455.58	119,162.81	1,526,395.56
19	135,618.40	15,263.96	120,354.44	1,406,041.12
20	135,618.40	14,060.41	121,557.99	1,284,483.13
21	135,618.40	12,844.83	122,773.56	1,161,709.57
22	135,618.40	11,617.10	124,001.30	1,037,708.27
23	135,618.40	10,377.08	125,241.31	912,466.95
24	135,618.40	9,124.67	126,493.73	785,973.23
25	135,618.40	7,859.73	127,758.66	658,214.56
26	135,618.40	6,582.15	129,036.25	529,178.31
27	135,618.40	5,291.78	130,326.61	398,851.70
28	135,618.40	3,988.52	131,629.88	267,221.82
29	135,618.40	2,672.22	132,946.18	134,275.64
30	135,618.40	1,342.76	134,275.64	-

MURRIETA CHILDREN'S LIBRARY EXPANSION PROJECT
FLOOR PLAN & RENDERINGS




LIMIT OF WORK
LIMIT OF WORK
LIMIT OF WORK
LIMIT OF WORK
86'-11"
30'-3"
26'-9"
43'-4"
20'-10"
25'-5"
25'-10"
23'-1"
23'-2"
22'-11"
23'-10"
FSR
9
UTILITY
8
WORKROOM
5
FAMILY RESTROOM
10
WORKSTATIONS
4
STORAGE
7
OFFICE
6
VESTIBULE
11
33 SF
CUSTODIAN
12
CHILDREN'S STACKS
1
CHILDREN'S AREA RECEPTION DESK
COMPUTER STATIONS
ELEC. RM.
AV TABLE & CHAIR STORAGE
C.RR. (NO WORK)
KITCHEN
STORAGE (NO WORK)
MULTIPURPOSE ROOM 2
3
MULTIPURPOSE ROOM 1
2
OUTDOOR PATIO
THEATRE/ MULTIPURPOSE ROOM
MEN'S RR.
WOMEN'S RR.

Murrieta Public Library Expansion April 15, 2025

Building Perspective - Exterior View

SVA ARCHITECTS

Murrieta Public Library Expansion April 15, 2025

Building Perspective - Interior View

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No. 24.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP, Development Services Director

PREPARED BY: Jarrett Ramaiya, Deputy Development Director

SUBJECT:
Approval of Agreements for Environmental Work for Los Alamos Sports Park Soccer Project

RECOMMENDATION

Amend the Fiscal Year 2025/26 Operating Budget by establishing an appropriation of $347,230 for contract services;

Approve an Amendment to the Agreement with Glenn Lukos Associates, Inc. in the amount of $163,120 for environmental analysis and permitting;

Approve an Agreement with RICK in the amount of $184,110 for environmental analysis and permitting;

Authorize the exemption from bidding requirements; and

Authorize the City Manager to execute both Agreements.

PRIOR ACTION/VOTE

On April 6, 2021, the City Council passed Resolution No. 21-4376 authorizing an agreement with Harris & Associates to provide a project manager for the Los Alamos Sports Park Soccer Project (Vote: 5-0).

On December 7, 2021, City Council conceptually approved the plan to move forward with seeking the entitlement for the proposed Los Alamos Sports Park Soccer Project (Vote: 5-0).

On March 20, 2024, the City Manager approved an Agreement with Glenn Lukos Associates, Inc., for biological surveying and permitting with the Agencies.

On September 3, 2024, the City Council asked staff to bring back the item to the next City Council hearing to review the status of the soccer project (Vote: 5-0).

On September 17, 2024, the City Council formed an Ad-Hoc Subcommittee to review the status of the soccer project and discuss the expenditure of funds (Vote: 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

BACKGROUND

Since 2018, the City of Murrieta (City) has been working with the Murrieta Youth Soccer League (MYSL), pursuing development of additional soccer fields at Los Alamos Hills Sports Park (Park), located at 37000 Ruth Ellen Way. The Park is generally bounded by Whitewood Road on the north, Los Alamos Road to the south, and Ruth Ellen Way to the west.

The goal of developing the Park is to expand recreational opportunities for residents, as well as to create a regional recreational venue for competitive youth soccer. The Park includes football, soccer, and other recreational sports fields. The current concept for expanding the Park (Project) includes six soccer fields, a building for bathrooms, lighting, and on-site parking areas. The fields will provide expanded recreational amenities, which the City hopes will draw visitors to the area annually, boosting the local economy as visitors patronize local stores, restaurants, and hotels. The development of additional soccer fields at the Park is currently unfunded but MYSL has expressed interest is a partnership whereby the City would finance improvements and MYSL would pay the associated debt service. The City is currently reviewing a proforma submitted by MYSL that further explores the potential for such a partnership.

At the September 3, 2024, City Council hearing, staff presented a similar request for project and environmental permitting. City Council voted to form an Ad-Hoc Subcommittee to look closely at the project and cost. Council Members Ron Holliday and Jon Levell volunteered to be Ad-Hoc Subcommittee members and held meetings with staff to discuss the proposal. The Ad Hoc Subcommittee focused on several issues, including:

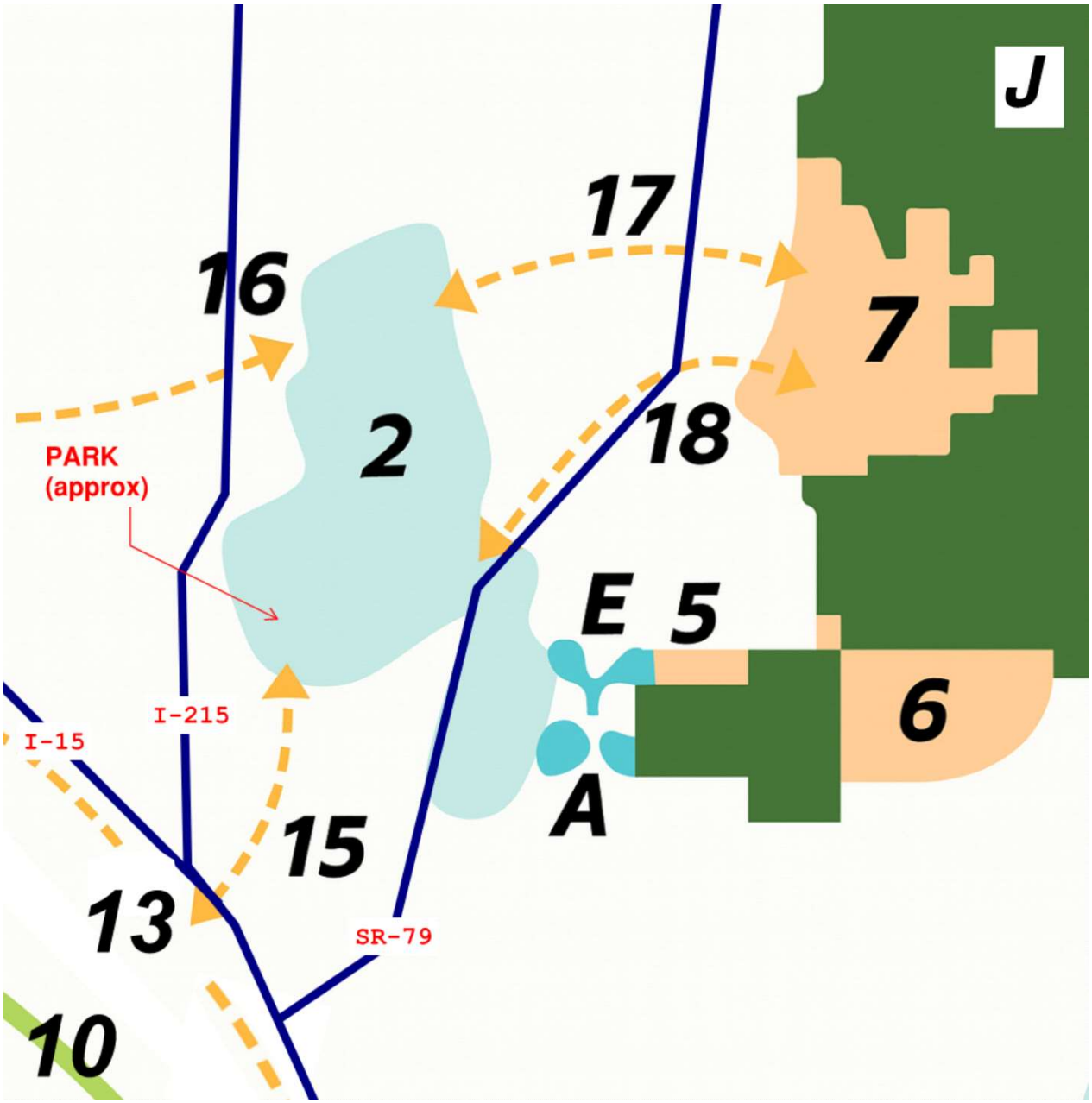
- Whether to pursue environmental permitting now or to wait until plans for the park's development were solidified between the City and MYSL.
- The scope of environmental permitting and whether or not a criteria refinement would be necessary or some lower standard of environmental review.
- Issues relating to land conservation to satisfy the Multiple Species Habitat Conservation Plan (MSHCP) and the Regional Conservation Authority (RCA).

The Ad Hoc Subcommittee ultimately reached the conclusion that the City should pursue environmental permitting regardless of any specific proposed park development because the permitting must be completed for any future development of the land. The City does not own any other large properties appropriate for the location of sports fields and costs to permit the property will only increase over time. The Subcommittee also reached the conclusion that a Criteria Refinement is likely beyond what is required for environmental permitting. However, that issue remains a conversation between the City, RCA and state and federal wildlife agencies.

Project Consistency with MSHCP

Land development, including the further development of the Park, is subject to the MSHCP, which is a master plan for the conservation of sensitive habitat areas and species within western Riverside County. The City is a permittee of the MSHCP and is bound by its procedures and conservation objectives. Los Alamos Park is included within an area of the MSHCP known as Core 2. This area of the MSHCP includes over 8,800 acres, nearly half of which may include habitat for rare, threatened, or endangered plants and animal species. The RCA administers the MSHCP. In the image below, Core 2 is shown east of Interstate 215, over the Los Alamos area, and goes farther to the northeast into the County of Riverside.

MSHCP CORE 2 VICINITY MAP



After meeting with State, federal, and regional agencies involved in the Project's environmental review process, the City was informed that implementation of Phase 2 for the Park would require a complex environmental review process under the MSHCP referred to as Criteria Refinement, which would allow the City to deviate from the stated habitat conservation objectives for land Core 2.

Staff and the Ad Hoc Subcommittee disagree with the RCA's position that the City is subject to a Criteria Refinement process, as City records indicate that mitigation for both Phase 1 and Phase 2 of the Park was completed. As such, the recommended contract amendments do not include work to process a Criteria Refinement but include the other necessary environmental permitting due to the verified presence within the Project area of plants, avian, and other species that are considered "candidate," "rare," "threatened," and "endangered" under regional requirements (MSHCP), and State and federal law.

City Consultant Status

In searching for the most effective consultant for the environmental permitting requirements, staff previously identified Glenn Lukos Associates, Inc. (GLA) as the consulting firm that has successfully completed complex environmental permitting processes with the RCA, California Department of Fish and Wildlife (CDFW), and the United States Fish and Wildlife Service (USFWS). In addition, GLA has specialized experience with agency permit processes that will be critical in surveying for other protected species that are not included in the MSHCP but are protected by the state. The City will need to obtain permits from the State to undertake the Project, and GLA has specialized experience in the surveying and permitting processes that will be required.

In addition to GLA, staff are requesting to onboard RICK (formerly Rick Engineering Company) to provide planning, engineering, and design services related to processing the necessary permits from the State. To provide more supporting information that cannot be accomplished by GLA, RICK will provide additional technical studies and information, such as a conceptual grading plan, stormwater management plan, drainage study, stormwater plan, surveying, and the preparation of an environmental document. Contract amendments and scopes of work for GLA and RICK are attached for the City Council's reference.

City Competitive Bidding Process

The City's purchasing regulations in Murrieta Municipal Code Chapter 3.08, as well as administrative purchasing procedures, govern the acquisition of contract services. Contracts for services that exceed $75,000 are typically obtained through a formal bidding process. However, exceptions can be made in accordance with the provisions of Murrieta Municipal Code Section 3.08.280.

The Development Services Department (DSD) is currently working with GLA for the preparation of the State and federal permit applications. To prepare and submit the necessary applications to the agencies, DSD would need to expand the services provided by GLA and retain the services of RICK. These two firms have been selected due to their experience and proven track record.

The proposed Amendment for GLA will increase the amount to $163,120, expand the scope of work, and extend the term to June 30, 2027.

The proposed Agreement with RICK will allocate $184,110, expand the scope of work, and extend the term to June 30, 2027.

FISCAL IMPACT

If the City Council approves staff's recommendations, the total amount for both GLA and RICK contract amendments totals $347,230. Staff recommends that the City Council direct staff to amend the operating budget in FY 2025/26 and increase appropriation using General Fund Unassigned Fund Balance in the amount of $347,230 in the Planning Division operating budget for Contract Services account number 1104400-60480 ($163,120 for Glenn Lukos, Inc.) and 1101600-60320 ($184,110 for Rick) to enter into an agreement for the Los Alamos Sports Park Soccer Project. The succeeding fiscal year of this amended agreement will be budgeted as part of the biennial budget process.

ATTACHMENTS

1. Amendment No. 1 to the Agreement with Glenn Lukos Associates, Inc.
2. Agreement with Rick

AMENDMENT TO THE AGREEMENT WITH THE CITY OF MURRIETA AND CONSULTANT

Amendment No.: 1
Original Agreement Title ("Agreement"): Agreement with Glenn Lukos Associates, Inc.
Agreement Effective Date: 03/20/24
Agreement Termination Date: 12/31/25
Consultant Name: Glenn Lukos Associates, Inc.
Brief Description of Scope of Services ("Services"): Additional environmental analysis and Agency permitting.

This Amendment to the Agreement, made effective on the date executed by the City by and between the City of Murrieta, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("City"), and the above referenced Consultant with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

Whereas, City is a general law city, formed and existing pursuant to the provisions of the California Government Code.

Whereas, City and Consultant entered into an Agreement on the Effective Date set forth above for the Services.

Whereas, City and Consultant wish to amend the Agreement as further set forth herein.

Whereas, the Agreement was previously modified by the following prior amendments: None.

AMENDMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The above recitals are true and correct.

2. The following terms of the Agreement are hereby amended to read as follows:

Section 3.1 of the Agreement is hereby amended to read as follows:

"The term of this Agreement shall be from March 4, 2024, until June 30, 2027."

Section 4.1 of the Agreement is hereby amended to read as follows:

"Consideration. In consideration of the services to be performed by CONSULTANT for the

CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT the rates set forth in Exhibit A-1 with a total contract not-to-exceed sum of One Hundred and Sixty Three Thousand, Twenty Dollars ($163,020.00). Hourly billing shall be in increments of six (6) minutes for actual time spent working on the Project."

Pursuant to Section 4.2 of the Agreement, additional services to include cultural resources (CEQA archeological resources assessment and consultation under AB-52) and additional biological support (additional species surveys, preparation of technical studies, additional environmental permitting (Incidental Take Permit) are hereby added to the Scope of Services as set forth in the attached proposal.

3. All other conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed on the dates set forth below.

[Signature Page to Follow.]

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Justin Clifton, City Manager

ATTEST:

Date:

_____
Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Tiffany Israel, City Attorney
Date:

CONSULTANT:

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.

By: _____
Name: Thienan Pfeiffer
Title: Director of Regulatory Services, Glenn Lukos Association, Inc.
Date:

By: _____
Name:Dominique Brunel
Title:Secretary, Glenn Lukos Association, Inc.
Date:

SCOPE OF WORK
MSHCP, REGULATORY, CULTURAL RESOURCES SUPPORT
LOS ALAMOS SPORTS COMPLEX
MURRIETA, RIVERSIDE COUNTY, CALIFORNIA

TASK I. MSHCP CONSISTENCY ANALYSIS

Since the Project site is located within the MSHCP Criteria Area, the Project will require Joint Project Review (JPR). GLA will prepare a Joint Project Review (JPR) application and submit this package to the City and RCA in accordance with MSHCP requirements. The JPR application will include the following:

- Background information, such as information regarding the applicant;
- Assessor's parcel numbers;
- Total acres of development and conservation; and
- A description of the proposed Project.

In support of the JPR application, GLA will prepare a MSHCP Consistency Analysis. The report will summarize the biological findings, present the Project design, and analyze how the Project correlates to the MSHCP guidelines. The report will also discuss Riparian/Riverine and Vernal Pool Areas, Narrow Endemic Plant Species, Additional Survey Areas, Urban/Wildlife Interface, Criteria Cell Requirements, and Criteria Area Species. The report will follow the RCA template for the MSHCP Consistency Analysis.

TASK II. PREPARE DETERMINATION OF BIOLOGICAL EQUIVALENT OR SUPERIOR PRESERVATION (DBESP) ANALYSIS

GLA will prepare a Determination of Biologically Equivalent or Superior Preservation (DBESP) Analysis that meets the requirements for approval of a DBESP. The report will provide a definition of the project area for all portions of the project; a written project description, demonstrating why an avoidance alternative is not feasible; a written description of biological information available for the project site including the results of resource mapping; soils description/analysis/map, floral and faunal list; analysis of 100% avoidance and alternatives (including minimization of direct and indirect effects); quantification of unavoidable impacts to the MSHCP species/habitats triggering the DBESP, including direct and indirect effects; a functions and values assessment that will focus on affects to downstream values related to Conserved Species; habitat assessments for least Bell's vireo, southwestern willow flycatcher, western yellow-billed cuckoo, Riverside fairy shrimp, and vernal pool fairy shrimp; a written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization and/or compensation through restoration or enhancement; written discussion of edge treatments and their relation to the functions and values to be conserved (including lighting, noise, trash/debris, urban and storm water runoff, toxic material, exotic plant and animal infestations, dust); mitigation measures need to demonstrate ensure long-term conservation and need to consider restoration and/or enhancement of on-site habitat restoration and/or enhancement of off-site habitat; and a finding

demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures.

The client will need to provide the necessary project details including engineering details and design, construction timing, and alternatives for the DBESP. This task and cost estimate include budget sufficient for one thorough revision to the draft (initial) report and one revision to the report following initial wildlife agency review and comment.

TASK III. COORDINATE JOINT PROJECT REVIEW (T&M)

GLA will coordinate with the Project team and the RCA as part of the JPR process. The RCA has 14 days to review an initial JPR application package and either issue JPR Findings or provide comments requiring revisions. Each subsequent review after resubmittal of the documents to the RCA is another 14 days. GLA recommends that the Project team attend at least one pre-application meeting with the RCA and Wildlife Agencies to discuss the Project, although additional meetings could be necessary. This task assumes five meetings with the Project team, two coordination meetings with the RCA and Wildlife Agencies, and miscellaneous coordination. Should additional meetings be required, a change order will be prepared to incorporate these additional meetings into GLA's scope of work.

TASK IV. COORDINATE DBESP REVIEW (T&M)

GLA will coordinate with the Project team and the RCA as part of the DBESP review process. The Wildlife Agencies have 60 days to perform an initial review of a DBESP Analysis once the RCA has completed JPR. If the Wildlife Agencies provide comments requiring revisions to the DBESP Analysis, then each subsequent review could take up to another 60 days, although subsequent reviews could be expedited depending on the extent of revisions. GLA recommends that the Project team attend at least one DBESP pre-application meeting (which is different from the general pre-application meetings recommended prior to JPR) with the RCA and Wildlife Agencies to discuss the Project, although additional meetings could be necessary. This task assumes three meetings with the Project team, two coordination meetings with the RCA and Wildlife Agencies, and miscellaneous coordination. Should additional meetings be required, a change order will be prepared to incorporate these additional meetings into GLA's scope of work.

TASK V. DELINEATE ON SITE FEDERAL AND STATE AGENCY JURISDICTION

A field team of regulatory specialists will re-delineate Corps jurisdictional boundaries within the project site. The field team will investigate specific conditions relating to jurisdictional criteria such as evidence of ordinary high water marks (OHWM), wetland vegetation indicator species, hydric soils, and appropriate hydrology, all as outlined in the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual (1987 Manual) and the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0). Reference will also made to the 2019 State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (State Board Wetland Definition and Procedures) to identify suspected State wetland

habitats. The OHWM will be evaluated using the methodology set forth in the 2008 Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States. These data will be recorded on the aerial photograph for use in preparing jurisdictional maps and a letter report.

A field team of regulatory specialists will re-delineate CDFW jurisdictional boundaries within the project site. All intermittent and ephemeral streams, rivers, creeks, dry washes, sloughs, blue-line streams, and watercourses with subsurface flows, canals, aqueducts, irrigation ditches, and other means of water conveyance, and lakes will be examined for indicators of CDFW jurisdiction. These indicators include biologic components of aquatic systems (such as riparian vegetation) and physical features (such as a bed or channel, banks, levees, instream features such as logs or snags, and flood plains). Measurements of this jurisdiction will be taken at periodic intervals along the drainage and mapped onto a 200-scale topographic map. Isolated wetlands (such as vernal pools) are generally not considered to be within CDFW jurisdiction.

The Regional Board's jurisdiction pursuant to Section 401 of the Clean Water Act will be identical to that of the Corps pursuant to Section 404 of the Clean Water Act. However, where the Corps declines jurisdiction, the Regional Board will claim jurisdiction over such waters pursuant to the Porter-Cologne Act. GLA will identify and delineate any such waters and keep track of those waters separately from those within Corps jurisdiction.

TASK VI. PREPARE JURISDICTIONAL DELINEATION REPORT

A regulatory specialist will prepare a letter report to document the findings concerning Corps, Regional Board, and CDFW jurisdiction on the site. The report will document the extent of jurisdiction and assess wetland-related biological resources. Documentation will consist of (1) field data sheets (as an appendix), (2) color photographs of representative jurisdictional areas (and non-jurisdictional areas that could be mistaken for jurisdiction), (3) a topographic map (at the scale provided by the client, but not less than 200-scale) of the limits of jurisdictional areas (the map will show all points at which measurements were made and soil pits examined), and, if applicable, (4) a table showing the area of Corps, Regional Board, and CDFW jurisdiction for each drainage and tributary.

TASK VII. FORMULATE MITIGATION PLAN

Feasible measures for mitigating any impacts upon vernal pool resources resulting from project implementation will be recommended for consideration. Agency policy generally requires that: (1) on site mitigation be given full consideration, (2) mitigation be like-in-kind (to the maximum extent possible), and (3) habitat be replaced at no less than 1 to 1 by area (even if mitigation is designed so as to result in higher value habitat). Emphasis will be placed upon providing the maximum attainable compatibility between project design objectives and regulatory requirements. Off-site mitigation will be required if on site mitigation is not feasible, however, the search for suitable off-site mitigation locations is not included in this scope of work. Based on the avoided areas of existing vernal pool resources, it is likely that on-site mitigation for vernal pool impacts will be achievable.

After approval of recommended mitigation by the client, conceptual plans will be prepared. Conceptual plans will include plant lists, a general description of site preparation methods, biological monitoring program, maintenance program, and other information sufficient to satisfy resource agency review requirements. A final planting plan with specifications sufficient to obtain bids for installation of the mitigation should be prepared only after obtaining approval from all the agencies; preparation of a final plan, if necessary, is not included in this scope of work. Grading, if any, for the conceptual mitigation plan will be recommended by GLA, however, final grading plans must be reviewed and approved by the client's engineer at the client's expense.

TASK VIII. PROCESS APPROVED JURISDICTIONAL DETERMINATION

The drainage features on site are ephemeral (i.e., are not relatively permanent, flowing, or standing bodies of water that are tributary to other waters of the United States); therefore, they are not expected to meet the current definition of waters of the United States as defined in Corps regulations at 33 CFR Part 328.3(a). The mapped vernal pools on site are also likely not to be deemed wetlands under the same Corps regulations. Should the Corps decline to assert jurisdiction over the drainage features and vernal pools on site, then no Corps jurisdictional waters would be present, and no CWA Section 404 Permit would be required for the Project.

In order to secure an Approved Jurisdictional Determination (AJD) from the Corps, GLA will prepare the AJD forms and provide the necessary backup information. If concurrence is received, the Corps would issue the AJD and No Permit Necessary Letter.

The request for an AJD may include:

- Administrative information;
- Summary information, including Section 10 of the 1899 Rivers and Harbors Act and/or Section 404 of the Clean Water Act and/or excluded waters and/or other features;
- Other summary information, such as photographs, hydrology information, National Wetlands Inventory (NWI) maps;
- Stream Duration Assessment Method (SDAM) forms; and
- Information contained in the Corps' Antecedent Precipitation Tool.

TASK IX. PREPARE STREAMBED ALTERATION NOTIFICATION

A 1602 Streambed Alteration Notification will be completed in accordance with CDFW standards and, only after review and approval by the client, submitted to the CDFW for review. As of September 1, 2020, the notifications will be submitted online through CDFW's online portal, EPIMS. GLA will register the project on behalf of the Client (Applicant) and upload the required notification, which will include, at a minimum:

- detailed description of the proposed project, including grading plans provided by the client;
- detailed description of the regulated features to be impacted by the proposed project;
- discussion of approvals and certifications being obtained from other federal, state, or local agencies;

- conceptual mitigation plan as discussed above;
- correct notification fee as broken down by CDFW project; and
- a completed CDFW notification form.

Please be aware that CDFW generally will not accept a notification unless accompanied by a draft CEQA document, and will not issue any authorization until the CEQA document has been approved and a Notice of Determination or other similar documentation is filed.

TASK X. PREPARE REQUEST FOR WASTE DISCHARGE REQUIREMENT

A 401 Water Quality Certification is only required when a project, affecting waters of the United States, requires a federal action such as a Corps permit. If there is no federal action, but waters of the state are being affected, the Regional Board requires the processing of a Waste Discharge Requirement pursuant to the Porter-Cologne Act.

In April of 2019, the State Water Resources Control Board adopted the *State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State* ("Procedures") which became effective on May 28, 2020. The Procedures set forth the process under which each Regional Board is required to review projects result in the permanent loss of waters of the State, which includes both federal waters, subject to Section 404 jurisdiction as well as waters which are not regulated as waters of the U.S. pursuant to Section 404 of the Clean Water Act. For areas subject to fill, the Procedures includes three "Tiers" under which projects are evaluated.

- Tier 1 projects include any discharge of dredged or fill material that directly impacts less than or equal to one tenth (0.1) of an acre or less than or equal to 100 linear feet of waters of the state…

- Tier 2 projects include any discharge of dredged or fill material that directly impacts more than one tenth (0.1) and less than or equal to two tenths (0.2) of an acre or more than 100 and less than or equal to 300 linear feet of waters of the state…

- Tier 3 projects include any discharge of dredged or fill material that directly impacts more than two-tenths (0.2) of an acre or 300 linear feet of waters of the state, rare, threatened or endangered species habitat in waters of the state, wetlands or eel grass beds, or Outstanding National Resource Waters or Areas of Special Biological Significance, and is not a project that inherently cannot be located at an alternate location. Tier 3 projects shall provide an analysis of off-site and on-site alternatives.

Based on the impacts described in the existing Biological Resources Technical Report prepared by Harris & Associates (2022), it is anticipated that the Project would be considered a Tier 1 project, and the level of effort prescribed to this task is based on this impact analysis.

Please be aware that the Regional Board will not accept an application unless accompanied by a draft CEQA document, and will not issue any authorization until the CEQA document has been approved and a Notice of Determination or other similar documentation is filed.

TASK XI. PROCESS ITP FOR CROTCH'S BUMBLE BEE

CBB is currently a Candidate listed species under CESA and while it is anticipated that the California Gish and Game Commission will make a listing determination in Q4 2025 or Q1 2026, in order for construction to proceed while the status of the species remains as is, an ITP must be processed. GLA will complete the application and provide all required supporting documentation, including a description of how the Project will fully mitigate for impacts to CBB and CBB habitat.

TASK XII. PROJECT AND REGULATORY AGENCY COORDINATION (T&M)

The AJD, 1602 notification, Waste Discharge Requirement, and ITP request will be coordinated with the Corps, CDFW, and Regional Board throughout processing to ensure that any potential problems are made known to the client and resolved at the earliest possible opportunity. This task also includes coordination with the engineering and/or project team on large digital file transfers and reviews. The degree of effort anticipated and included under this task is based on a reasonable and general approximation of effort. It is not feasible to know with certainty what level of coordination an agency will require because this is dependent on the specific agency personnel processing the permit and client perspectives.

TASK XIII. PREPARE CEQA ARCHAEOLOGICAL RESOURCES ASSESSMENT

CEQA Phase I Archaeological Resources Assessment (Phase I) work will consist of background research, a pedestrian field survey of the Project site, and preparation of a report documenting the findings. GLA will request an appointment to conduct an in-person records search at the South Coastal Information Center (SCIC) of the California Historical Resources Information System located at San Diego State University. The SCIC, an affiliate of the California Office of Historic Preservation (OHP), is the official repository of cultural resources reports and records for Riverside County. The records search will identify recorded cultural resources and studies in, and within 0.5 mile of, the entire Project site. Local county listings, historic aerial photographs, and historic topographic maps, if available, will also be reviewed.

Following completion of the SCIC record search, a pedestrian field survey of the approximately 47-acre Project site will be conducted to identify surficial cultural resources in the Project site. It is assumed that the field survey can be completed by one archaeologist within two days. After the field survey is completed, a report will be prepared to document the Phase I methods, results, and recommendations for next steps (if any). A copy of the final report will be submitted to the SCIC in fulfillment of a requirement to access their archives.

This scope assumes that no archaeological resources will be identified in the Project site as a result of the records search or field survey. If archaeological resources are identified, GLA will notify you immediately to discuss and develop a scope and budget for additional tasks. For example, if

resources are identified, cultural resources would need to be recorded on State of California Department of Parks and Recreation (DPR) Series 523 forms in accordance with the guidelines established by OHP.

GLA understands that the City has initiated coordination with Pechanga Band of Indians and assumes that representatives from Pechanga Band of Indians will request to review the draft Phase I report and will provide comments on the document. The budget for the CEQA archaeological assessment includes a total of eight hours for GLA to coordinate with Pechanga Band of Indians representatives and respond to tribal representative comments on the Phase I report. The scope does not include assistance with Native American consultation or coordination with other tribal groups.

TASK XIV. PREPARE CEQA HISTORIC RESOURCE EVALUATION

The single-family residence on the Project site was constructed in 1976 and is currently less than 50 years of age, which is the threshold or historical significance. However, an evaluation of the residence is proposed to ensure that all cultural resources aspects of the Project site are addressed in the event that certification of the CEQA document occurs in 2026, at which time the residence would be 50 years of age. To evaluate the residence, an architectural historian will conduct archival research on the history and development of the property. Research locations will include, but not be limited to, the City of Murrieta, the Riverside County Assessor's Office, and the local public libraries. Research will utilize primary and secondary sources of information such as building permits, historic maps and photographs, newspaper articles, city directories, and written histories.

The architectural historian will also conduct an intensive-level field survey of this property. During the survey, photographs will be taken of the exterior of the building and notations will be made regarding the building's architectural style, integrity, and condition. Safe access to the property will be required to complete the survey. Access to the interior of the residence is not required.

DPR forms will be prepared, which will include an architectural description, photograph, historic context, list of references, and a significance evaluation using the California Register of Historical Resources and City criteria. Upon completion of the evaluation, the property will be assigned a California Historical Resources Status Code indicating its level of significance. Along with the DPR forms, a brief memorandum will be prepared to summarize research, field methods, and findings.

COST

For tasks identified as time and materials (T&M), GLA's direct expenses shall be those costs incurred directly for the CLIENT's project, including but not limited to, necessary transportation costs including mileage by automobile at the current rate allowed by IRS and subcontractor fees. Reimbursement for these expenses shall be on the basis of actual charges when furnished by GLA. An administrative charge of 15% shall be applied to all direct expense and subcontractor charges and is included in the cost. The table below has been developed to aid us in estimating the total cost of the proposed work; GLA reserves the right as necessary to shift costs between tasks as the work proceeds

TASK	TOTAL COSTS
Task I. MSHCP Consistency Analysis	$13,860
Task II. DBESP Analysis	$13,860
Task III. Coordinate JPR (T&M)	$7,260
Task IV. Coordinate DBESP Review (T&M)	$7,260
Task V. Delineate Jurisdiction	$8,910
Task VI. Prepare JD Report	$11,220
Task VII. Formulate Mitigation Plan	$14,520
Task VIII. Process AJD	$8,910
Task IX. Process SAA with CDFW	$8,910
Task X. Process WDR with Regional Board	$8,910
Task XI. Process ITP for CBB	$15,840
Task XII. Project and Agency Coordination (T&M)	$16,500
Task XIII. Prepare CEQA Archaeo Res. Assessment	$18,700
Task XIV. Prepare CEQA Historic Res. Assessment	$8,360
TOTAL	**$163,020**

SCHEDULE OF FEES AND CHARGES

Valid through December 31, 2025

Title	Hourly Labor Rates
Technical Director	$220-340
Principal-in-Charge	$200-275
Project Manager	$95-210
Regulatory Specialist	$95-210
Habitat Restoration Specialist	$95-210
Wildlife Biologist	$95-210
Cultural Resource Specialist	$95-210
GIS Specialist	$95-210
Field Assistant	$85-120
Intern	$85-120
Clerical	$85-110

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AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA ("CITY")

Project Name/Description ("**Project**"): LOS ALAMOS SPORTS PARK SOCCER PROJECT

Contract Number:

Consultant Name ("**Consultant**"): RICK

Consultant Business Type:Limited Liability Company (LLC)

Consultant Address: 5620 Friars Road, San Diego, CA 92110

Consultant Representative Name and Title ("**Consultant Representative**"):Brian F. Mooney, FAICP, Principal, Planning and Design Division

Consultant Representative Work Phone and Email:619-908-3526 bmooney@rickengineering.com

Termination Date:June 30, 2027

Total Not-To-Exceed Contract Amount ("**Contract Sum**"):$184,110.00

City Department Contact ("Department Contact"):Jarrett Ramaiya, Development Services

Department Contact Work Phone and Email:951 461-6069 Jramaiya@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 Consultant to provide professional services as more further set forth herein.

The City circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to City to provide the above-described professional services.

City Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

See Exhibit A for Scope of Services.

AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA ("CITY")

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into as of the effective on the date executed by the City by and between CITY OF MURRIETA, a California municipal corporation ("**City**") and ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**." In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

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

1.2 Consultant's Proposal. The Scope of Services shall include the scope of services or work included in Consultant's proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

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

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

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

1.7 Prevailing Wages. If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance.

2.2 Invoices. Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this

Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

3.0 Time of Essence. Time is of the essence in the performance of this Agreement.

3.1 Term. The Agreement shall commence and become effective upon the date executed by the City and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final

and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representative of Consultant. The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Department Contact for City. The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

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

4.4 Independent Contractor. Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer,

employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 <u>Indemnification.</u>

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

legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5.3 **Professional Liability**. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful

act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

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

6.2 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

6.3 Confidentiality and Release of Information. All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other

information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Suspension, or Termination, Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension,

without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

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

7.4 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

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

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

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

7.9 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such

litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

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

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices. Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of

City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

9.4 Integration; Amendment. This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.

9.5 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

9.7 Corporate Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party,

(iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.8 **Federal Funding**. If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Justin Clifton, City Manager

ATTEST:

Effective Date:

_____
Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Tiffany Israel, City Attorney
Date:

CONSULTANT:

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

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Preparation of conceptual grading plan, drainage, surveying, and preparation of the environmental documents.

II. In addition to any other requirements of this Agreement, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

Boundary survey, conceptual plans and technical reports, and environmental documents.

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

See proposal.

RICK

619-291-0707
rickengineering.com

5620 Friars Road
San Diego, CA 92110

SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

May 15, 2025

Mr. Jarrett Ramaiya
Director of Development Services
City of Murrieta
1 Town Square
Murrieta, California 562

SUBJECT: PROPOSAL FOR ENVIRONMENTAL, PLANNING, AND CONCEPTUAL CIVIL ENGINEERING SERVICES FOR LOS ALAMOS PHASE II SOCCER PROJECT IN THE CITY OF MURRIETA, CA (RICK PROPOSAL)

Dear Mr. Ramaiya

The Planning, Environmental, and Design Division of Rick Engineering (RICK) is pleased to submit this proposal to you to augment RICK's existing contract with the City of Murrieta (City) to provide civil engineering, storm water quality, and CEQA documentation services for the Surplus Land Project Site in the City of Murrieta. RICK provides an experienced, full-service environmental and design team that will work with the City to support and successfully carry the Project through the evaluation, research, and analysis required for the conceptual grading project. Our RICK team will work closely with Glenn Lukos Associates (GLA) Biologists to develop background data and analysis in technical areas of stormwater, drainage, land use planning, and noise. Our conceptual design parameters will utilize our professional level understanding, experiences, and industry standards for the development of a graded city parcel. These conceptual level studies are anticipated to meet the requirements for declaring the property Surplus Land and allowing its sale.

A. Project Understanding

The City of Murrieta (City) is proposing to release the property involving 47-acres in the City of Murrieta, California for sale to the most qualified bidder. The current project design parameters will be limited to a conceptual grading design that addresses drainages, stormwater, biology, and topography characteristics in the undeveloped portion of the existing project site, addressed as 37000 Ruth Ellen Way.

The Project Site is located adjacent to a main arterial and provides direct access via Whitewood Road which runs east-west next to the property. Clinton Keith Road is to the north, and Hunter Road Is just south of the Project Site. The Project Site is bound by single-family residences to the west and northwest. The remainder of the site is bounded by undeveloped land/designated conservation areas to the north and east and the existing Los Alamos Hills Sport Park directly to the south. The Project Site consists of a single unoccupied residence owned by the City that is currently used as a maintenance office/facility for the existing park operations, in addition the middle portion of the Project Site is being used as a vegetative material storage area.

The City is required to only provide conceptual level site plan and rough grading plan that are of adequate professional and industry standards to address the requirements of the MSHCP. Full design plans for the property will be prepared under a separate contract at a later date.

B. Environmental Understanding

The City of Murrieta will need to address the environmental impacts identified by Harris & Associates (2024) and expand on the issues and concerns raised by the wildlife agencies. The environmental initial study will be prepared pursuant to CEQA Section 15162: Subsequent EIRs and Negative Declarations. This CEQA approach allows for a project to tier from original CEQA documents. The Project Initial Study will tier off the Final EIR for the Parks and Recreation Master Plan (99-078, SCH# 99062037) and Final EIR for the City of Murrieta General Plan 2035 (SCH#2010111084).

The Project Site is part of the Los Alamos Master Plan which was approved in April 2000 and the associated EIR dated February 23, 2020. The overall site development included a high school, sports complex, active park, and open space areas on 254 acres. The EIR determined that the project would result in significant impacts associated with air quality, biological, cultural, noise, paleontological, hazardous waste, water quality, traffic, and geotechnical resources.

Our team understands the project has been underway for a significant amount of time and that the sports complex plan that was evaluated in the 2000 Master Plan has been redesigned to avoid impacts to the sensitive biological resources located in the project area. It is also our understanding that the city is looking for flexibility in their options and currently wants to focus on conceptual level grading only to explore options of selling the property through the Surplus Lands Act. The City has been working with various consultants to update previous biological studies prepared for the 2000 Master Plan EIR. A formal aquatic resources delineation was conducted in June 2021. The study identified aquatic and riparian resources potentially subject to the regulatory jurisdiction of the USACE, RWQCB, and CDFW, pursuant to Sections 404 and 401 of the Clean Water Act and Section 1602 of the California Fish and Game Code. These included an unnamed creek, non-vegetation channels and concrete channels. Associated aquatic and riparian vegetation communities within the Project Site include Coast Live Oak woodland, Southern willow scrub, and Vernal pools.

Our approach is to review and incorporate the Harris and Associates existing technical reports prepared for the Project Site, including the Biological Resources Analysis Report and Jurisdictional Delineation (habitat evaluation and acquisition negotiation strategy [HANS]) Report. This research will also address other specific-focused CEQA elements (air quality/GHG, biology, noise, lighting, and water quality) as required to provide site assessment evaluations.

It is our understanding the City will be processing a Determination of Biologically Equivalent or Superior Preservation (DBESP) document to address potential impacts to occupied habitat and riparian habitat including vernal pool resources.

Upon evaluation and clear understanding of the required Project impacts and technical support documents, the RICK team will confirm with the City our preferred approach of an Initial Study/Mitigated Negative Declaration (IS/MND). The IS/MND will address and determine any potential significant environmental impact as the result of the site development. Mitigation measures will be developed by the RICK team to mitigate impacts to a less than significant impact and will incorporate by reference the adopted EIR for the Los Alamos Master Plan. The IS/MND will include updated technical studies and other information prepared to address the revised site plan, which includes biological resources and cultural resources reports prepared by Glen Lukos. Our team will prepare a conceptual level grading plan, and drainage plan to support the preparation of the IS/MND.

C. PROJECT TEAM

Key staff and resources proposed for this Project include Brian F Mooney FAICP, Principal in Charge, Greg Mattson, AICP, Senior Planner, Sophia Johnson, Environmental Planner, Kristin Werksman PE, Associate Civil

lead, and support staff from our internal technical departments. Mr. Mooney will serve as the environmental technical lead providing oversight and preparation of the CEQA documents and coordination with the City and the RICK Team. Mr. Mattson will serve as Project Manager with support from Ms. Johnson, with additional support from Kristin Werksman and other RICK staff in the preparation of environmental planning documents and conceptual grading plans including water quality and drainage. Our environmental team also includes BlueScape Environmental and dBFA for Air Quality/GHG and Noise technical studies, respectively.

D. SCOPE OF WORK

RICK's Team will prepare an outline, approaches, and strategies for the Project Site with City Staff concurrence and GLA Associates on crafting the appropriate CEQA-level document that will address the wildlife processing requirements. Below is our approach to this project.

TASK 1: CIVIL- CONCEPTUAL GRADING PLAN

RICK's Civil Design team will prepare one (1) Conceptual Grading Plan ("CGP") in accordance with the guidelines from the City of Murrieta and based on the impact areas identified in the PowerPoint exhibits provided by the City or City's consultants. The CGP will provide preliminary conceptual mass grading impacts. The CGP will also include the location and nature of proposed slopes, retaining walls, culvert size and capacity, storm drainage facilities, and water quality features (bio-filtration basins), as required. The CGP will also identify conceptual level drainage layout, on-site detention, and design. Scope assumes geotechnical recommendations and reports will be prepared by others and provided by the City prior to the production of the CGP and other improvement plans. Our Scope assumes two (2) rounds of minor revisions to the conceptual grading plan based on the initial grading analysis, site plan layout, and review by the City. Scope also includes two (2) hours of coordination time for obtaining, reviewing, and adjusting the Preliminary Site Plan provided by others to the right coordinate system.

<u>Preliminary Water and Service Connections</u>

RICK Team will prepare one (1) preliminary level sewer and water utility connection for the Project Site based on the Conceptual Grading Plan. Our Team will obtain from City staff and incorporate the location, size, elevations, and capacity of the existing utilities adjacent to the Project Site to review potential conflicts with the Conceptual Grading Plan. Scope does not include any sewer study or water consumption analysis to size the waterlines.

Deliverables:

- Conceptual Grading Plan (electronic copy)
- Constraints of Preliminary Site Plan
- Preliminary Utility Plan (sewer and water) with service connections

TASK 1.1: RECORD BOUNDARY SURVEY WORK

- RICK will review a current preliminary title report (less than 60 days old) provided by the client and show any plottable existing easements. RICK will then perform a Field Survey search for and data collect existing controlling centerline monuments for a local record basis of bearings. Boundary will be based strictly on record information only and placed with a reference to the said Basis of Bearings. Where no records exist, the boundary will be based on either legal descriptions and/or record GIS information. The parcels in question are Assessor's Parcel Numbers 900-050-037, -40, -45, -46, 900-030-40, -41, -42, -43, -44, 900-232-001, 900-273-001.
- Deliverable will be only a portion of the boundaries of the above-mentioned APN's, per the client's markup.

These boundary lines will be per record information.

TASK 2: CONCEPTUAL DRAINAGE & STORM WATER QUALITY REPORT

RICK Team will prepare and submit to the City of Murrieta, one (1) Combined Conceptual Drainage & Water Quality Report to be used for the conceptual design of the on-site storm drain system and conveyance of flows through the site, to the downstream edge of the project. Included in the drainage portion of the study are major basin level on-site rational method hydrology for pre-project and post-project conditions, preliminary storm drain sizing (using normal depth methodology), drainage study maps (pre-project and post-project), and the report narrative. The drainage analysis will be performed in accordance with the Riverside County Flood Control and Water Conservation District's (RCFCWCD) Hydrology Manual, dated April 1978. The criteria will be used to show pre-project and post-project values at a point of connection/discharge at the downstream edge of the project. If the post-project condition peak flow rates are determined to be higher than pre-project condition by an amount that is considered significant, detention analysis may be required and a separate scope and fee for the same can be provided at the time.

The water quality portion of the study will include conceptual BMP sizing including Source Control, Site Design and Structural Pollutant Control BMPs throughout the site as a result of the project in accordance with the 2018 Water Quality Management Plan for the Santa Margarita Region of Riverside County. This task includes calculation of on-site water quality treatment volumes to conceptually size structural pollutant control BMPs using the BMP sizing worksheets, selecting and sizing appropriate pollutant control BMPs based on the site layout, and a Water Quality exhibit showing the project site and location of permanent BMPs. At the conceptual level, empirical volume for hydromodification management shall be calculated and provided for the BMPs to address hydromodification management. This scope assumes conceptual sizing of up to ten (10) biofiltration BMPs. This scope does not include any continuous simulation hydromodification modeling or any offsite water quality analysis.

Deliverables:

- Combined Conceptual Drainage & Water Quality Report

TASK 3: CEQA TECHNICAL STUDIES

TASK 3.1 AIR QUALITY/GREENHOUSE GAS STUDY

RICK's sub-consultant, BlueScape Environmental, will prepare an Air Quality ("AQ") and Greenhouse Gas Emission (GHG) study to support the IS/MND. EIR dated February 23, 2020. The City of Murrieta is located within the jurisdiction of South Coast Air Quality Management District (SCAQMD), which regulates and establishes air quality and greenhouse gas thresholds of significance and methodology guidance under the CEQA.

BlueScape proposes to utilize the California Emissions Estimator Model (CalEEMod), Version 2022.1 to quantify emissions and compare against the appropriate South Coast Air Quality Management District (SCAQMD) CEQA air quality thresholds. Model output results will be provided in brief combining of AQ/GHG technical memorandum with associated tables. These tables will compare the estimated emissions modeling results to SCAQMD numerical mass daily significance thresholds for construction and operations, as well as SCAQMD localized significance thresholds (LSTs). The report will also include a brief description of existing air quality conditions.

Given that the site is greater than five acres, BlueScape anticipates that an LST dispersion modeling analysis may be necessary (i.e., the SCAQMD LST Guidance states that screening tables are not to be used for projects greater

than five acres in size). The Scope does not include additional modeling effort but instead assumes the LST tables for projects up to five acres can be used to support an LST compliance argument for purposes of an IS/MND.

BlueScape will provide a qualitative assessment of health risks due to the Project's construction, citing infrequent and short-duration diesel emissions associated with construction and very few diesel vehicles. BlueScape assumes that a quantitative health risk assessment (HRA) will not be required. It is possible that the City may require more quantitative analysis, as the State of California's Office of Environmental Health Hazards Assessment's (OEHHA) 2015 HRA guidance states:

> "Due to the uncertainty in assessing cancer risk from very short-term exposures, we do not recommend assessing cancer risk for projects lasting less than two months at the MEIR. We recommend that exposure from projects longer than 2 months, but less than 6 months, be assumed to last 6 months (e.g., a 2-month project would be evaluated as if it lasted 6 months). Exposure from projects lasting more than 6 months should be evaluated for the duration of the project. In all cases, for assessing risk to residential receptors, the exposure should be assumed to start in the third trimester to allow for the use of the ASFs (OEHHA, 2009)."

Based on the limited information provided thus far, the Project does not appear to be the type of land use that typically results in higher truck traffic and idling; thereby, the likelihood of scrutiny by lead agencies and/or the public is lessened.

Because onsite diesel particulate matter (DPM) emissions associated with Project construction will be of short duration and magnitude, BlueScape has not included a construction health risk assessment (HRA).

Greenhouse Gas Emissions

BlueScape proposes to perform a greenhouse gas emissions (GHG) study for construction of the proposed Project. Results of the GHG study would be included as part of the Air Quality/GHG technical memorandum BlueScape anticipates the need to show the Project's consistency with the draft SCAQMD numerical GHG thresholds and the City of Murrieta's Climate Action Plan. The analysis will include a review and discussion of the Project's consistency with additional plans for the purpose of reducing GHG emissions, such as the California Air Resources Board's 2022 Scoping Plan for Achieving Carbon Neutrality (2022 Scoping Plan) and Southern California Association of Governments 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy (2020–2045 RTP/SCS / Connect SoCal).

TASK 3.2 NOISE TECHNICAL STUDY

RICK's sub-consultant, dBF Associates (dBFA) will prepare a noise technical report to support the IS/MND. It will consist of the following tasks:

Construction Noise Analysis

A site reconnaissance will be conducted to determine and understand the acoustical characteristics of the Project Site and adjacent property edges. The ambient noise environment will be quantified based on sound level measurements at up to nine locations at or near the property lines, residential uses, and/or noise-sensitive areas.

The noise analysis will address pre-project noise levels and potential construction noise. The site layout configuration will be imported from the project CAD files into the Cadna/A noise prediction model, which will be used to estimate construction noise levels. Construction noise estimates will be based on the duration of construction activities, type, and number of equipment pieces used, idling, and proximity to construction areas.

Unmitigated noise levels in occupied noise-sensitive habitat will be predicted for up to three phases of

construction expected to generate the highest noise levels. For habitat that would be exposed to noise levels greater than 60 dBA Leq, attenuation measures to reduce construction noise levels to 60 dBA Leq or below will be recommended in the report. Noise barriers, equipment substitutions, equipment placement changes, time restrictions, and/or constraints on simultaneous use of equipment will be considered as appropriate. Predicted construction noise levels at residential receptor locations will be compared to applicable City noise level limits. Feasible noise abatement measures based on acoustic calculations will be recommended as necessary.

Prepare Noise Impact Report

The methodology and results of the noise impact assessment will be submitted electronically in a draft noise technical report; four copies of the final report will be provided upon request. Comments resulting from one screen-check review of the draft technical report by the City will be addressed. It is assumed that the comments will be minor and not require additional acoustic calculations or sound level measurements.

TASK 4: ENVIRONMENTAL- CEQA STUDY

TASK 4.1 PREPARE ADMINISTRATIVE DRAFT IS/MND

RICK 's Environmental Team will coordinate a series of site visits (if required) for key personnel to the Los Alamos Project Site. Our team will conduct a site visit, with detailed site observations, and provide a photographic inventory of the site and the surrounding area to document existing conditions. RICK Team will prepare a detailed Project Description (PD) for use in the Initial Study, which will describe the unique site characteristics, including site setting, location, project size, and nearby land use to be incorporated into project objectives, technical, and environmental reports/studies. The RICK Team will prepare an Administrative Draft Initial Study that will include the project description, California Environmental Quality Act (CEQA) environmental checklist, mandatory findings, and a determination that a Mitigated Negative Declaration will be the appropriate CEQA document for the project.

In preparing the checklist, RICK will respond to the checklist questions for the various impact topics and add concise explanatory comments related to each question under each topic. The explanatory comments will identify any potentially significant impacts and mitigation measures that would reduce impacts to less-than-significant levels.

A brief discussion and analysis will be prepared for each topic addressed in the Initial Study. Specific tasks for the identified key issues are discussed below.

- **Aesthetics**. The Project Site will alter the visual character of the proposed site by creating urban views of the new development site, parking areas, and associated structures. Visual impacts would be long-term land use alterations, however, would be temporary in nature, while associated construction activities are underway for the proposed soccer fields and associated structures. Upon the full buildout of the sports areas or development, and the propose land use will be designed to blend in with Phase I, residential community area, and offer the coordinated appearance of a major development. RICK Team will review the previous EIR analysis and update the qualitative visual analysis for construction-related impacts and post-construction impacts associated with habitat/vegetation disturbance that may occur with the project. This Scope does not include the preparation of visual simulations.

- **Air Quality/GHG.** Findings from the Project's Air Quality/GHG analysis will be summarized in the IS/MND.

- **Agricultural Resources.** Findings from the adopted EIR will be incorporated by reference to assess agricultural resources.

- **Biological Resources**. Findings will be provided from the Biological Resources Report prepared by

others and will be used to complete the Draft IS/MND. Biological Resources will address any permanent direct, indirect, and temporary impacts to sensitive species, habitats, or jurisdictional waters/wetlands.

- **Cultural Resources**. Findings from the historical and cultural resources reports provided by Glen Lukos and Associates will be used to complete the IS/MND document.

- **Geology and Seismicity**. Findings from the approved EIR will incorporate the geologic and seismic context of the Riverside region, surrounding environs, and Project Site. No new project-specific geotechnical and soil reports are assumed for the project.

- **Hazardous Materials**. Findings from the approved EIR will be incorporated by reference and updated as needed. This includes a search of all environmental databases for known hazardous release sites in the immediate area that will be included in the analysis. These include Envirostor and Geotracker, as published by the Department of Toxic Substances Control. RICK will summarize any potential concerns with respect to any potential sites in the vicinity based on information available in the databases.

- **Hydrology and Water Quality**. Findings from the project design and use of project-specific drainage and water quality reports to complete the IS checklist.

- **Land Use and Planning**. Findings from the approved EIR will be incorporated by reference to address land use. The RICK Team will confirm existing land use on the Project Site, in the vicinity, and describe future land use designations for the vicinity included in the applicable Community Plan and/or General Plan land uses. RICK Team will assess whether the proposed sports project will be supported by the site, available utility extensions, roadway impacts, pedestrian access, impacts to nearby school facilities, as well as whether the project would physically divide an existing community.

- **Noise**. Findings from the approved EIR will be incorporated by reference to address noise impacts. Land use compatibility requirements of the applicable General Plan will be documented in the noise discussion. The temporary noise impacts of temporary construction noise on adjacent noise-sensitive land uses will also be qualitatively described. Construction-related mitigation measures will be identified, as appropriate to mitigate noise, dust, visual, lighting, etc.

- **Transportation.** Finding from the approved EIR will address the short-term construction-related impacts to traffic (egress/ingress), sport operational traffic, school traffic patterns, and local circulation will be addressed in the Draft IS/MND.

- **Lighting.** Findings from the approved EIR will incorporate the recommendations of the lighting consultant (City to hire) to identify impacts related to location, installation, operations, lighting focus, shielding, etc., and potential mitigation measures to reduce the potential impact to less than significant. RICK Team analysis will consider the surrounding residential neighborhoods and the proposed adjacent open-space conservation areas.

- **Other Issues**. Findings from the approved EIR will address other issues that are anticipated to be fully analyzed in the Draft IS/MND. All such issues will be discussed in sufficient detail to demonstrate their less than significance under CEQA criteria, assuming these findings can be made. The RICK Team anticipates the proposed Project will not result in any noticeable changes to mineral resources, public services, utilities, and service systems, or other environmental issues. All of these, however, will be addressed in the Draft IS/MND.

TASK 4.2 PREPARE SCREENCHECK AND PUBLIC DRAFT IS/MND

RICK Team will make revisions or corrections to the Administrative Draft and provide the city with a

screen-check version (PDF and Word files) of the Draft IS/MND and technical studies. A minimum of two screen reviews of the Draft IS/MND is assumed prior to the preparation of the Draft IS/MND document. It is assumed that the city will perform the distribution of the Draft IS/MND to all responsible agencies. RICK Team will prepare the Notice of Intent (NOI) and Notice of Availability (NOA).

Task 4.2.1 Deliverables:

RICK Team will provide the following CEQA document deliverables:

1. The RICK Team will provide electronic copies of the Draft IS/MND and appendices to the city for its use, including Appendices, in Adobe PDF format.
2. The RICK Team will prepare and file a Notice of Intent (NOI) per State CEDQ Section 15072 along with the statutorily required number of copies of the Draft IS/MND with the State Clearinghouse. It is anticipated that this submission would include digital versions of the document. Rick Team will prepare and send out a Notice of Availability (NOA) to review the Draft IS/MND to a mailing list compiled with the help of City staff. City will pay any applicable fees (e.g., newspaper legal ad, Riverside County Clerk, public noticing, state clearinghouse, etc.).

TASK 4.3 PREPARE RESPONSE TO COMMENTS

Following the review of the Public Draft IS/MND, the RICK Team and the City will review and discuss the comments received and establish the appropriate approach and distribution of responsibility for preparing specific responses to comments. The RICK Team will produce a response to the comments document for one round of review and comment by the City and legal counsel, after which the document will be finalized. This scope of work assumes the RICK Team will prepare responses to no more than 25 substantive public comments on the Draft IS/MND. This scope assumes the RICK Team will prepare one (1) screen check version and one final version of the Response to Comments.

TASK 4.4 PREPARE FINAL IS/MND AND MITIGATION MONITORING AND REPORTING PROGRAM

Upon completion of the response to the comments document, RICK Team will prepare the Final IS/MND, incorporating any text edits or revisions to the Public Draft IS/MND. The RICK Team will prepare a Mitigation Monitoring and Reporting Program (MMRP) in compliance with Public Resources Code Section 21081.6, CEQA Guidelines Section 15097 for inclusion as an appendix to the Final IS/MND. For any significant impact identified in the Final IS/MND, the MMRP will be a matrix and describe the required mitigation and the responsible parties, tasks, and schedule for monitoring mitigation compliance, including a distinction of applicable phase, if necessary. RICK will provide an electronic screen check copy of the MMRP for City review. One round of review will be incorporated for the MMRP.

The City will prepare all public notices, prepare the Notice of Determination (NOD), distribute the Final IS/MND, and be responsible for filing the NOD at the County Clerk within five days after the adoption of the Final MND and post with the State Clearinghouse. The City will pay the County Clerk and any other regulatory agency CEQA filing fees (if applicable).

Task 4.4.1 Deliverables:

1. RICK Team assumes one (1) screen check review prior to receiving City approval to prepare the Final IS/MND document RICK will provide electronic copies of the screen check.
2. RICK Team will provide electronic copies of the Final IS/MND to the City for its use, (including Appendices in Adobe PDF format).

TASK 4.5 CEQA MEETINGS/STAKEHOLDER MEETINGS

RICK's Environmental Project Manager will attend up to six (6) project team meetings and one (1)

agency/stakeholder meetings, assumed to be two hours each including preparation and travel.

TASK 6.0 PROJECT MANAGEMENT

RICK's Environmental Team will provide support services as the project undergoes environmental reviews and processing. Management tasks will consist of formal and informal communication with the City and the project team. With Brian Mooney as Principal in Charge, Greg Mattson will be providing overall project management including managing internal staff time, overseeing preparation and review of all work products, ensuring quality control, tracking and adhering to the project schedule and budget, and coordination with the client as well as City staff and other sub- consultants. Greg will also be available for strategic planning and a Senior QA/QC support.

Brian Mooney will also be supported by Kristin Werksman, Associate Land Development as well as other staff. Our Team will participate in progress meetings with the Project Team as necessary throughout the process to discuss project issues, and preparation of products, determine the next steps, and address any anticipated potential challenges in advance. Brian will also facilitate monthly progress conference calls to provide consistent project progress updates and communication to avoid project issues to the extent possible. Greg will also coordinate monthly invoices.

TASK 7.0 FEE STRUCTURE

RICK Team will perform the tasks noted above for environmental planning and design services– for **$184,110** as shown in the attached cost estimate (Attachment A). Labor fees will be billed according to our current Schedule of Hourly Rates (Appendix B) with a labor budget not to exceed the amounts indicated without additional authorization. The Client will be billed monthly for each item as the work progresses and the net amount shall be due within thirty (30) days from the date of receipt of the invoice in the Client's office.

ASSUMPTIONS

Not included in either the above Scope of Work or fees are services that may be necessary for the following items:

1. Additional rounds of City staff comments. This scope and fee assume three cycles of review and City staff comment. If additional rounds of review preparation and submittal are required, an augment to this scope and fee would be required.

2. The City will provide access to the site, electronic base map files (CAD, GIS, etc.), and all applicable reports and maps (in an editable electronic format) prepared previously.

3. RICK Team may contact the City's other consultants who prepared technical studies for the project to ask questions and obtain additional information, as necessary. Any required additions or revisions to these consultants' reports are not included within the Scope of Work required of RICK in this proposal.

4. Technical studies, focused BUOW surveys, construction monitoring, permit applications/processing, and reports not identified in this scope ("additional work") are not included within the scope of services required of RICK under this proposal.

5. RICK Team has made our best assumptions based on experience and current understanding of the project. Should any of the assumptions listed in the scope of services prove incorrect, an amendment to the scope of services and cost estimate may be required.

6. Once preparation of the technical studies and/or Initial Study has begun, no changes to the project design will occur such that substantive revisions to the project description or report graphics, or reanalysis of any environmental issue will be required. If changes to the site plan occur during the preparation of the technical analyses, a contract augment may be required.

7. The City is responsible for payment of processing or recording fees and CEQA processing fees and other agencies.

8. The civil design scope excludes final engineering design, geotechnical engineering, site plan, and structural engineering.

9. SWPPP / Construction General Permit – is not included at conceptual level.

10. The drainage plan excludes off-site drainage and stormwater quality design/analysis; HMP continuous simulation modeling, and detention analysis.

If “Notice to Proceed” is delayed for any reason beyond sixty (60) days, it is understood by both parties that the terms and conditions contained herein are subject to revision. If the City would like us to proceed with this Scope of Work, we ask that you please sign and return this agreement as our written authorization. Upon signature by City, this proposal becomes the agreement for services and the “Notice to Proceed.” For any questions concerning this agreement, please contact me directly at 619-688.1471. Thank you for requesting Rick Planning + Design to provide these services.

Sincerely,

Brian F. Mooney FAICP
Principal, Planning + Design Division

TW/GM/rh/C:\RICK\Departments\Environmental\SD\Admin\Agreements

Attachments:

Exhibit A-Cost Estimate

APPROVED BY:

CITY OF MURRIETA

_____ _____

Signature Date

Attachment A- Cost Estimate

City of Murrieta_ Los Alamos Phase II Soccer Field - May 15, 2025

		RICK PLANNING, ENGINEERING, AND DESIGN													SUBCONSULTANTS			
		PLANNING & DESIGN					CIVIL ENGINEERING			WATER QUALITY								
		Brian Mooney	Greg Mattson	Sophia Johnson	Joey Turi	Rhonda Henry	Kristin Werksman	Emily Snipes	Sam Schuchardt	Shavger Rekani	Ash Paranthaman	Billy Augustine			BLUESCAPE ENVIRONMENTAL	dBFA		
	Role:	Principal	Project Manager	Assistant Environmental Planner	GIS Analyst	Admin Assistant	Associate	Associate Project Manager	Principal Design Engineer	Associate	Assistant Project Engineer	Associate Water Resources Designer						
Task	Description / Hourly Rate:	$300	$180	$125	$125	$85	$250	$205	$170	$250	$190	$150	RICK Hours	RICK Labor Total			Subconsultant Labor Total	Total Task Budget
1	**CIVIL ENGINEERING**																	
1.1	Prepare Conceptual Grading Plan						20	20	80				120	$22,700			$0	$22,700
1.2	Prepare Conceptual Sewer and Water Layout for Service Connections						2	4	18				24	$4,380			$0	$4,380
	Task 1 Subtotal												144	$27,080				**$27,080**
2	**WATER QUALITY/STORMWATER**																	
2.1	Prepare Draft Drainage and Stormwater Quality Report									5	20	120	145	$23,050			$0	$23,050
2.2	Prepare Final Drainage and Stormwater Quality Report									3	5	15	23	$3,950			$0	$3,950
	Task 3 Subtotal												168	$27,000				**$27,000**
3	**CEQA TECHNICAL STUDIES**																	
3.1	AQ/GHG Report												0	$0	$ 10,500.00		$10,500	$10,500
3.2	Noise Report												0	$0		$ 9,700.00	$9,700	$9,700
	Task 4 Subtotal												0	$0				**$20,200**
4	**Environmental CEQA STUDY**																	
4.1	Prepare Administrative Draft IS/MND		30	160	8	8							206	$27,080			$0	$27,080
4.2	Prepare Screencheck and Public Draft IS/MND	2	30	100	8	4							144	$19,840			$0	$19,840
4.3	Prepare Responses to Comments		16	24		2							42	$6,050			$0	$6,050
4.4	Prepare Final IS/MND and MMRP		16	40	2								58	$8,130			$0	$8,130
4.5	CEQA Meetings/Stakeholder Meetings	8	8	16									32	$5,840			$0	$5,840
	Task 5 Subtotal												482	$66,940				**$66,940**
5	**Project Management**																	
5.1	City Staff Preparation Meetings	6	12	6			6	8					44	$7,850			$0	$7,850
5.2	Scheduling/Invoice		24				8						32	$6,320			$0	$6,320
5.3	QA/QC	24	24				16						64	$15,520			$0	$15,520
	Task 6 Subtotal												140	$29,690				**$29,690**
	Labor Hours Total	**40**	**160**	**346**	**18**	**14**	**52**	**32**	**98**	**8**	**25**	**135**	**928**					
	Labor Dollars Total	**$12,000**	**$28,800**	**$43,250**	**$2,250**	**$1,190**	**$13,000**	**$6,560**	**$16,660**	**$2,000**	**$4,750**	**$20,250**		**$150,710**			**$20,200**	**$170,910**
REIMBURSABLE EXPENSES																		
Subconsultants Reimbursable Expenses																		
RICK Reimbursable Expenses																		**$4,000**
Record Boundary Survey																		**$9,200**
GRAND TOTAL																		**$184,110**

Principal Consultant (Special Projects)	$325.00
Principal	300.00
Associate Principal	280.00
Associate/Manager	260.00
Expert Witness	450.00
Court Appearance per half day or part	1,800.00
Senior Project Manager/Engineering Manager	$ 250.00
Principal Project Engineer/Manager	240.00
Associate Project Engineer/Manager	220.00
Assistant Project Engineer/Manager	200.00
Principal Engineering Designer	175.00
Associate Engineering Designer	160.00
Assistant Engineering Designer	145.00
Principal Engineering Drafter	135.00
Associate Engineering Drafter	125.00
Assistant Engineering Drafter	115.00
Engineering Intern	100.00
Senior Technical Manager	200.00
Senior Transportation/Traffic Engineer	$ 250.00
Principal Transportation/Traffic Engineer	240.00
Associate Transportation/Traffic Engineer	220.00
Assistant Transportation/Traffic Engineer	200.00
Principal Transportation/Traffic Designer	175.00
Associate Transportation/Traffic Designer	160.00
Assistant Transportation/Traffic Designer	145.00
Principal Planner II	$ 225.00
Principal Planner I	210.00
Senior Planner II	195.00
Senior Planner I	185.00
Grant Writing Specialist	180.00
Associate Planner	160.00
Assistant Planner	140.00
Planning Technician	120.00
Principal Project Landscape Architect/Manager	$ 210.00
Associate Project Landscape Architect/Manager	190.00
Assistant Project Landscape Architect/Manager	170.00
Principal Landscape/Urban Designer	150.00
Associate Landscape/Urban Designer	135.00
Assistant Landscape/Urban Designer	125.00
Director of Environmental Planning Services	$ 245.00
Principal Environmental Project Manager	210.00
Associate Environmental Project Manager	195.00
Assistant Environmental Project Manager	180.00
Principal Environmental Planner/Analyst	165.00
Associate Environmental Planner/Analyst	145.00
Assistant Environmental Planner/Analyst	125.00
Environmental Technician	110.00
Principal Stormwater Project Manager	$ 210.00
Associate Stormwater Project Manager	190.00
Assistant Stormwater Project Manager	170.00
Principal Stormwater Specialist	155.00
Associate Stormwater Specialist	140.00
Assistant Stormwater Specialist	125.00
Director of Watershed Science	$ 280.00
Assistant Director - Watershed Science	260.00
Principal Water Resources Project Manager	245.00
Project Scientist/Manager	200.00
Principal Water Resources Designer/Scientist	175.00
Associate Water Resources Designer/Scientist	160.00
Assistant Water Resources Designer/Scientist	145.00
GIS Manager	$ 220.00
GIS Asset Manager	200.00
GIS Programmer	180.00
Principal GIS Project Manager	195.00
Associate GIS Project Manager	180.00
Assistant GIS Project Manager	165.00
Principal GIS Analyst	155.00
Associate GIS Analyst	140.00
Assistant GIS Analyst	125.00
Graphics Designer	145.00
CAD Manager	180.00
Field Supervisor	$ 225.00
One-person Survey Party	185.00
One-person Survey Party with Robotics	235.00
Two-person Survey Party	290.00
Three-person Survey Party	395.00
3D Laser Scanning Crew (One-Person)	$ 215.00
3D Laser Scanning Crew (Two Person)	320.00
Principal 3D Laser Scanning Project Manager	$ 210.00
Associate 3D Laser Scanning Project Manager	185.00
Assistant 3D Laser Scanning Project Manager	170.00
Principal 3D Laser Scanning Specialist	155.00
Associate 3D Laser Scanning Specialist	140.00
Assistant 3D Laser Scanning Specialist	125.00
3D Laser Scanning Technician	115.00
Photogrammetry Supervisor	$185.00
Principal Photogrammetrist	165.00
Associate Photogrammetrist	145.00
Assistant Photogrammetrist	130.00
Mapping Director	$ 210.00
Principal Survey Analyst	200.00
Associate Survey Analyst	165.00
Assistant Survey Analyst	135.00
Associate Project Administrator	$ 100.00
Assistant Project Administrator	90.00
Administrative Assistant/Manager	85.00

Rates subject to change for prevailing wage contracts.
When authorized, overtime shall be charged at the listed rates times 1.5.
Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.
A fifteen (15) percent fee for administration, coordination and handling will be added to all subcontracted services.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.

III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1. In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform Services as set forth in Exhibit A.

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

See proposal

III. The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.

EXHIBIT E

INSURANCE REQUIREMENTS

Consultant 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 Consultant, 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 Consultant 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 consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$2,000,000 per occurrence or claim, $2,000,000 aggregate.**

5. Cyber: Vendor/Consultant 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.

6. Technology Professional Liability Errors & Omissions
(Only if vendor is providing a technology service (data storage, website designers, etc.,) or product (software providers)
Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the 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.

a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Consultant 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 consultant. 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 Consultant 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 Consultant'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 Consultant**'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 Consultant'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 Consultant 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 Consultant'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
Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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 Consultant 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 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant 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 Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Consultant 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 Consultant'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
Consultant 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 F
FEDERAL REQUIREMENTS
(Only applicable if required on cover page of agreement)

CITY OF MURRIETA
City Council Meeting Agenda Report

8/19/2025
Agenda Item No.

Subject:
Notice of Pending Approval of Final Tract Map - TR 38199

Notice of Pending Approval of Final Tract Map - TR 38199
for Whitewood-Murrietta, L.P., A Delaware Limited Liability Company

NOTICE IS HEREBY GIVEN that on August 19, 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 38199 (TPM 38199).

An application was filed by Whitewood-Murrietta, L.P., A Delaware Limited Liability Company for Tentative Tract Map No. 38199 to subdivide 9.99 acres for residential use, including 153 condominium units.

Engineering staff have completed a review of the final map for conformance with the Subdivision Map Act and the Murrieta Municipal Code. Final Tract Map TR 38199 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 at the Engineering Department front counter.

Any questions concerning this matter should be directed to Jennifer Chamberlain, Development Services Technician at JChamberlain@MurrietaCA.gov <mailto:JChamberlain@MurrietaCA.gov> or 951-461-6072.