



**REGULAR MEETING OF THE
CANYON LAKE CITY COUNCIL**

**Wednesday, November 7, 2018
Closed Session – 5:30 p.m.
Open Session – 6:30 p.m.**

**City Council Chamber
31516 Railroad Canyon Road
Canyon Lake, CA 92587**

Please turn off your cell phones during the meeting

CLOSED SESSION – 5:30 P.M.

- 1. Call to Order**
- 2. Roll Call:** Councilmembers Bonner, Ehrenkranz, Haggerty, Mayor Pro Tem Greene, Mayor Warren
- 3. Public Comments** – Any person wishing to address the City Council on any matter within the jurisdiction of the City, whether or not it appears on this agenda, is asked to complete a “Speaker Request Form” available on the back counter. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. The City Council has adopted a time limitation of three (3) minutes per person. If you are commenting on the agenda item, your comments will be heard at the time that particular item is scheduled on the agenda. *Please note that if you are addressing the City Council on items NOT on the agenda, the Brown Act does not allow discussion of such items. Therefore, the City Council may only do the following: refer the matter to staff, ask for additional information or request a report back, or give a very limited factual response.*
- 4. Closed Session**

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 - 3 cases

OPEN SESSION – 6:30 P.M.

1. **Call Open Session to Order**

2. **Invocation – Pastor Peter Van Dyke**

3. **Roll Call:** Councilmembers Bonner, Ehrenkranz, Haggerty, Mayor Pro Tem Greene, Mayor Warren

4. **Approval of City Council Agenda**

5. **Special Presentations and Proclamations:**
 - 5.1 **Chamber of Commerce Announcements**
 - 5.2 **Don & Elinor Martin**
 - 5.3 **Introduction of New Riverside County Fire Chief Shawn Newman**

6. **Public Comments** – Any person wishing to address the City Council on any matter within the jurisdiction of the City, whether or not it appears on this agenda, is asked to complete a “Speaker Request Form” available on the back counter. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. The City Council has adopted a time limitation of three (3) minutes per person. If you are commenting on the agenda item, your comments will be heard at the time that particular item is scheduled on the agenda. *Please note that if you are addressing the City Council on items NOT on the agenda, the Brown Act does not allow discussion of such items. Therefore, the City Council may only do the following: refer the matter to staff, ask for additional information or request a report back, or give a very limited factual response.*

7. **Consent Calendar:**

All items listed on the Consent Calendar are considered to be routine matters, status reports or documents covering previous City Council action. The items listed on the Consent Calendar may be enacted in one motion. With the concurrence of the City Council, a Council Member may request that an item be removed for further discussion. Staff recommends approval of all items.

 - 7.1 **Waive Full Reading, Read all Ordinances by Title Only**
 - 7.2 **Adoption of Resolution No. 2018-28, Approving Claims and Demands of the City - Page 1**
 - 7.3 **City Council Meeting Minutes**
 - 7.3.1 **October 3, 2018 – Regular Meeting Minutes - Page 45**

8. Pulled Consent Calendar Items:

9. Schedule of Future Events:

10. Business Items

10.1 Discussion and Possible Direction Updating Chapter 10 of the Municipal Code Regarding Vaccination, Licensing, Spaying, Neutering, and Micro-Chipping of Dogs and Cats - [Page 55](#)

10.2 Consideration and possible introduction of Ordinance No. 178 of the City of Canyon Lake, California, Authorizing the implementation of a Community Choice Aggregation Program and First Amendment to the Western Community Energy Joint Powers Agreement - [Page 103](#)

10.3 Direct Staff to Award Construction Contract or Reject All Bids for Railroad Canyon Road Fence Repair – Phase II Bid No. 2018-01 - [Page 121](#)

10.4 City Council to give Authority to City Manager to Explore for and Retain Interim Building & Safety, Planning, and Engineering Services - [Page 247](#)

11. City Manager Comments

12. Committee and Council Reports/Comments

12.1 Council Member Bonner

12.2 Council Member Ehrenkranz

12.3 Council Member Haggerty

12.4 Mayor Pro Tem Greene

12.5 Mayor Warren

13. Announcements

The next regular meeting will be **Wednesday, December 5, 2018 at 6:30 p.m. for Open Session**

14. Adjournment

VISION STATEMENT

The vision of the City of Canyon Lake is to be a City that provides a quality of life that makes Canyon Lake the premier place to live in Southern California.

ATTENTION RESIDENTS:

Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.cityofcanyonlake.org once the agenda has been publicly posted. Any written materials relating to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting. It is the intention of the City of Canyon Lake to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or participant at this meeting, you will need special assistance beyond what is normally provided, the City of Canyon Lake will attempt to accommodate you in every reasonable manner. Please contact Aaron Palmer, City Manager/City Clerk, at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

November 7, 2018 City Council Meeting

**STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } SS. AFFIDAVIT OF POSTING
CITY OF CANYON LAKE }**

I, Ana V. Sauseda, being duly sworn, depose and say that I am the duly appointed and qualified Deputy City Clerk of the City of Canyon Lake and that on November 1, 2018 before the hour of 5:00 p.m., I caused the above notice to be posted as required by Resolution 2015-36 of the City Council of the City of Canyon Lake.

**Ana V. Sauseda,
Deputy City Clerk**

City of Canyon Lake
City Council
Staff Report

TO: Mayor and City Council
FROM: Kayla Lozano, Accountant
DATE: November 7, 2018
SUBJECT: List of Demands

Recommendation:

That the City Council adopts a resolution entitled: RESOLUTION NO. 2018-28

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CANYON LAKE ALLOWING CERTAIN
CLAIMS AND DEMANDS AS SET FORTH IN EXHIBIT A

Background:

All claims and demands are reported and summarized for review and approval by the City Council on a routine basis at each City Council meeting. The attached claims represent the paid claims and demands since the City Council meeting of October 3, 2018.

Budget (or Fiscal) Impact:

All claims and demands are paid from appropriated funds or authorized resources of the City and have been recorded in accordance with the City's policies.

Attachments:

1. Resolution
2. List of Demands

ATTACHMENT 1

RESOLUTION NO. 2018-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AS SET FORTH IN EXHIBIT A

The City Council of the City of Canyon Lake does hereby resolve as follows:

Demands are approved as shown on the Demand\Warrant Register of November 7th, in the amount of \$588,433.06 as follows:

Payroll Earnings (Gross)	\$ 43,449.28	(2nd Half of September & 1st Half of October)
Payroll Taxes - Employer	907.82	(2nd Half of September & 1st Half of October)
On-line Retirement	4,279.23	(2nd Half of September & 1st Half of October)
On-line Health	133.76	(For the Month of October)
Nationwide Deferred Comp.	325.91	(For the Month of September)
General	539,337.06	
TOTAL	\$ 588,433.06	

PASSED, APPROVED AND ADOPTED this 7th day of November 2018.

Mayor, Vicki Warren

ATTEST:

Ana V. Sauseda, Deputy City Clerk

State of California
County of Riverside) ss
City of Canyon Lake)

I, Ana V. Sauseda, Deputy City Clerk of the City of Canyon Lake, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of the Resolution No. 2018-28 adopted by the City Council of the City of Canyon Lake, California, at a regular meeting thereof, held on November 7, 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Ana V. Sauseda, Deputy City Clerk

ATTACHMENT 2

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 10/1/2018 Through 10/31/2018

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
24600	10/10/2...	AMERICAN FORENSIC NURSES INC	Sheriff's Dept Blood Draws August 2018	100.00	10	GENERAL
Total 24600	10/10/2...			100.00		
24601	10/10/2...	ANIMAL FRIENDS OF THE VALLEYS	Animal Control Services August 2018	3,500.00	10	GENERAL
Total 24601	10/10/2...			3,500.00		
24602	10/10/2...	BIO-TOX LABORATORIES	Sheriff's Dept Blood Testing August 2018	523.00	10	GENERAL
Total 24602	10/10/2...			523.00		
24603	10/10/2...	California Bulding Standards Commission	Permit Valuation Fee 7/1/18-9/30/18	165.60	10	GENERAL
Total 24603	10/10/2...			165.60		
24604	10/10/2...	Charles Abbott Associates, Inc.	Code Enforcement Software License and Hosting September 2018	200.00	10	GENERAL
24604	10/10/2...	Charles Abbott Associates, Inc.	Environmental Services, September 2018	797.50	10	GENERAL
24604	10/10/2...	Charles Abbott Associates, Inc.	Permit and Plan Review September 2018	13,560.66	10	GENERAL
Total 24604	10/10/2...			14,558.16		
24605	10/10/2...	CommUSA	Ion Battery for city vehicle	349.45	10	GENERAL
Total 24605	10/10/2...			349.45		
24606	10/10/2...	Corelogic Information Solutions, INC.	Database for Code Enforcement September 2018	125.00	10	GENERAL
Total 24606	10/10/2...			125.00		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 10/1/2018 Through 10/31/2018

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
24607	10/10/2...	DEPARTMENT OF CONSERVATION	3Q State Report for Motion and Seismic Hazard Jul-Sep 2018	391.30	10	GENERAL
Total 24607	10/10/2...			391.30		
24608	10/10/2...	STATE OF CA DEPT. OF JUSTICE	Sheriff's Dept Blood Alcohol Analysis August 2018	35.00	10	GENERAL
Total 24608	10/10/2...			35.00		
24609	10/10/2...	Division of the State Architect	Disability Access and Education Fee July - Sept 2018	142.40	10	GENERAL
Total 24609	10/10/2...			142.40		
24610	10/10/2...	ELSINORE VALLEY MUNI WATER DIS	Water, City Hall 8/24/18-9/23/18	98.91	10	GENERAL
24610	10/10/2...	ELSINORE VALLEY MUNI WATER DIS	Water, Fire Station 8/27/18-9/26/18	393.83	10	GENERAL
24610	10/10/2...	ELSINORE VALLEY MUNI WATER DIS	Water, Irrigation 8/27/18-9/26/18	1,867.49	20	GAS TAX
Total 24610	10/10/2...			2,360.23		
24611	10/10/2...	Fairbank, Maslin, Maullin, Metz & Associates	Quality of Life Survey	13,000.00	10	GENERAL
Total 24611	10/10/2...			13,000.00		
24612	10/10/2...	FRIDAY FLYER	Voter Info Key Dates and Deadlines	58.80	10	GENERAL
Total 24612	10/10/2...			58.80		
24613	10/10/2...	Jani-King of CA, Inc.	Janitorial Services October 2018	735.50	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 10/1/2018 Through 10/31/2018

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 24613	10/10/2...			735.50		
24614	10/10/2...	Joe's Hardware	Supplies, Fire Station	23.45	10	GENERAL
Total 24614	10/10/2...			23.45		
24615	10/10/2...	The LEW Edwards Group	Professional Services September 2018	5,500.00	10	GENERAL
Total 24615	10/10/2...			5,500.00		
24616	10/10/2...	League of California Cities	Riverside County Division Meeting 9/12/18, Larry Green	40.00	10	GENERAL
Total 24616	10/10/2...			40.00		
24617	10/10/2...	MR. WINDOW CLEANING	Window Cleaning Service October 2018	60.00	10	GENERAL
Total 24617	10/10/2...			60.00		
24618	10/10/2...	NBS	Comprehensive Citywide User Fee and Rate Study Sept 2018	855.00	10	GENERAL
Total 24618	10/10/2...			855.00		
24619	10/10/2...	Nikki's FFlag Shop	Flags for Veteran's Day	114.61	10	GENERAL
Total 24619	10/10/2...			114.61		
24620	10/10/2...	County Executive Office	Misc Admin Expenses 1QFY18/19	297.00	10	GENERAL
24620	10/10/2...	County Executive Office	Sheltering Services Oct - Dec 2018	14,590.71	10	GENERAL
Total 24620	10/10/2...			14,887.71		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 10/1/2018 Through 10/31/2018

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
24621	10/10/2...	RIVERSIDE COUNTY FIRE DEPT	Fire Protection Services 4th Qtr	291,991.15	10	GENERAL
Total 24621	10/10/2...			291,991.15		
24622	10/10/2...	Round Up Jr. Mart	City Vehicle Fuel 4/14/18-9/29/18	1,717.04	10	GENERAL
Total 24622	10/10/2...			1,717.04		
24623	10/10/2...	SOUTHERN CALIFORNIA EDISON	Electricity, Traffic Control 8/28/18-9/27/18	342.95	20	GAS TAX
Total 24623	10/10/2...			342.95		
24624	10/10/2...	Smedley's Towing	Sheriff's Dept Towing CN160470003 Audi	224.00	10	GENERAL
24624	10/10/2...	Smedley's Towing	Sheriff's Dept. Towing CN160470003	224.00	10	GENERAL
Total 24624	10/10/2...			448.00		
24625	10/10/2...	STAPLES	Office Supplies	613.17	10	GENERAL
Total 24625	10/10/2...			613.17		
24626	10/10/2...	Structural Termite/Pest Control	Pest Control Service - Fire Station, October 2018	36.75	10	GENERAL
Total 24626	10/10/2...			36.75		
24627	10/10/2...	Synoptek, LLC	IT Service October 2018	2,541.50	10	GENERAL
Total 24627	10/10/2...			2,541.50		
24628	10/10/2...	Time Warner Cable	Internet, Fire Station 10/10/18-11/09/18	74.98	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 10/1/2018 Through 10/31/2018

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 24628	10/10/2...			74.98		
24629	10/10/2...	Toshiba Financial Services	Monthly Copier Lease 9/15/18 - 10/15/18	725.25	10	GENERAL
Total 24629	10/10/2...			725.25		
24630	5/11/2015	Windwild Group	Bricks for Veterans Day	193.46	10	GENERAL
Total 24630	5/11/2015			193.46		
24631	10/24/2...	AB Fence Company	Rolling Gate, Fire Station	6,795.00	10	GENERAL
Total 24631	10/24/2...			6,795.00		
24632	10/24/2...	Aflac	Supplemental Insurance October 2018	500.30	10	GENERAL
Total 24632	10/24/2...			500.30		
24633	10/24/2...	AMERICAN FORENSIC NURSES INC	Sheriff's Blood Draws September 2018	80.00	10	GENERAL
Total 24633	10/24/2...			80.00		
24634	10/24/2...	Randall Bonner	Internet and Phone Reimbursement August 2018	78.82	10	GENERAL
24634	10/24/2...	Randall Bonner	Phone, Internet and Mileage Reimbursement September 2018	242.07	10	GENERAL
Total 24634	10/24/2...			320.89		
24635	10/24/2...	Charles Abbott Associates, Inc.	Engineering Services September 2018	3,042.50	10	GENERAL
24635	10/24/2...	Charles Abbott Associates, Inc.	Engineering Services September 2018	3,382.00	20	GAS TAX

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 10/1/2018 Through 10/31/2018

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 24635	10/24/2...			6,424.50		
24636	10/24/2...	Cole Huber LLP	Attorneys Fees, September 2018	7,537.50	10	GENERAL
Total 24636	10/24/2...			7,537.50		
24637	10/24/2...	CTAI Pacific Greenscape	Landscape Maintenance Service, Fire Station October 2018	250.00	10	GENERAL
24637	10/24/2...	CTAI Pacific Greenscape	Landscape Maintenance Service, Medians & Parkways Oct 2018	5,000.00	20	GAS TAX
Total 24637	10/24/2...			5,250.00		
24638	10/24/2...	DATA TICKET	Code Enforcement Citation Processing September 2018	100.00	10	GENERAL
24638	10/24/2...	DATA TICKET	Parking Citation Processing September 2018	100.00	10	GENERAL
Total 24638	10/24/2...			200.00		
24639	10/24/2...	DIRECTV	Satellite Service, Fire Station 10/12/18-11/11/18	219.89	10	GENERAL
Total 24639	10/24/2...			219.89		
24640	10/24/2...	STATE OF CA DEPT. OF JUSTICE	Sheriff's Dept Blood Alcohol Analysis September 2018	70.00	10	GENERAL
Total 24640	10/24/2...			70.00		
24641	10/24/2...	Jordan Ehrenkranz	Internet and Phone Reimbursement October 2018	40.00	10	GENERAL
Total 24641	10/24/2...			40.00		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 10/1/2018 Through 10/31/2018

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
24642	10/24/2...	Frontier Communications	City Hall Internet 10/10/18-11/9/18	146.74	10	GENERAL
24642	10/24/2...	Frontier Communications	City Hall Phones, 10/13/18-11/12/18	122.60	10	GENERAL
24642	10/24/2...	Frontier Communications	Internet and Phone, Fire Station 10/13/18-11/12/18	265.15	10	GENERAL
Total 24642	10/24/2...			534.49		
24643	10/24/2...	Debby Gagnon	Reimbursement for Veteran's Day Flags and Ribbon	353.29	10	GENERAL
Total 24643	10/24/2...			353.29		
24644	10/24/2...	NANCY GREENHALGH	Retiree Health Insurance November 2018	197.76	10	GENERAL
Total 24644	10/24/2...			197.76		
24645	10/24/2...	Dawn Haggerty	Internet and Phone Reimbursement October 2018	30.00	10	GENERAL
24645	10/24/2...	Dawn Haggerty	Mileage and Meals Reimbursement LOCC	134.33	10	GENERAL
Total 24645	10/24/2...			164.33		
24646	10/24/2...	Handy Solutions	52 in Pole and Flag - Veteran's Day	446.95	10	GENERAL
Total 24646	10/24/2...			446.95		
24647	10/24/2...	Jon's Flags & Poles Inc.	Flag - Veteran's Day	170.74	10	GENERAL
Total 24647	10/24/2...			170.74		
24648	10/24/2...	KC Floor & More, Inc.	Restrooms floor repair	1,452.00	10	GENERAL
Total 24648	10/24/2...			1,452.00		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 10/1/2018 Through 10/31/2018

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
24649	10/24/2...	Nate Volk	Broadcasting Services 10/3/18 Mtg	350.00	10	GENERAL
Total 24649	10/24/2...			350.00		
24650	10/24/2...	Pitney Bowes - Reserve Account	Postage Reserves	800.00	10	GENERAL
Total 24650	10/24/2...			800.00		
24651	10/24/2...	Rogers, Anderson, Malody & Scott, LLP	Accounting Services, September 2018	6,700.00	10	GENERAL
Total 24651	10/24/2...			6,700.00		
24652	10/24/2...	JOHN REGUS	Conference Room Lease November 2018	250.00	10	GENERAL
Total 24652	10/24/2...			250.00		
24653	10/24/2...	JOHN REGUS	Library Lease December 2018	1,043.33	10	GENERAL
Total 24653	10/24/2...			1,043.33		
24654	10/24/2...	RIV. CO. SHERIFF'S DEPT., Acctg & Fin	Sheriff's Contract Law Enforcement 8/16/18-9/12/18	127,990.69	10	GENERAL
Total 24654	10/24/2...			127,990.69		
24655	10/24/2...	COUNTY OF RIVERSIDE-TLMA	SLF Costs, September 2018	1,638.75	20	GAS TAX
Total 24655	10/24/2...			1,638.75		
24656	10/24/2...	SOUTHERN CALIFORNIA EDISON	Electricity, City Hall 9/13/18-10/12/18	1,122.63	10	GENERAL
24656	10/24/2...	SOUTHERN CALIFORNIA EDISON	Electricity, Fire Station 9/13/18-10/12/18	403.74	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 10/1/2018 Through 10/31/2018

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
24656	10/24/2...	SOUTHERN CALIFORNIA EDISON	Electricity, Office Lease 9/19/18-10/18/18	55.18	10	GENERAL
24656	10/24/2...	SOUTHERN CALIFORNIA EDISON	Electricity, Pump Station 9/7/18-10/8/18	560.33	20	GAS TAX
24656	10/24/2...	SOUTHERN CALIFORNIA EDISON	Electricity, Traffic Signals 8/20/18-9/19/18	12.80	20	GAS TAX
24656	10/24/2...	SOUTHERN CALIFORNIA EDISON	Electricity, Traffic Signals 9/13/18-10/12/18	177.26	20	GAS TAX
Total 24656	10/24/2...			2,331.94		
24657	10/24/2...	Special District Risk Management Authority	Dental Insurance November 2018	305.07	10	GENERAL
Total 24657	10/24/2...			305.07		
24658	10/24/2...	Sparkletts	Drinking Water, 9/13/18-10/10/18	66.59	10	GENERAL
Total 24658	10/24/2...			66.59		
24659	10/24/2...	STATE COMP. INS. FUND	Worker's Comp November 2018	659.17	10	GENERAL
Total 24659	10/24/2...			659.17		
24660	10/24/2...	TPx Communications	City Hall Phone System, 10/16/18-11/15/18	615.45	10	GENERAL
Total 24660	10/24/2...			615.45		
24661	10/24/2...	U. S. Bank	Credit card expenses	8,543.28	10	GENERAL
Total 24661	10/24/2...			8,543.28		
24662	10/24/2...	Verizon Wireless	Cell Phones, 9/4/18-10/3/18	444.96	10	GENERAL
24662	10/24/2...	Verizon Wireless	iPads, 9/4/18-10/3/18	199.08	10	GENERAL
Total 24662	10/24/2...			644.04		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 10/1/2018 Through 10/31/2018

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
24663	10/25/2...	Nancy Louis Athey	Refund to Athey for Building Permit #2018-11	431.65	10	GENERAL
Total 24663	10/25/2...			431.65		
Report Total				539,337.06		

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
AMERICAN FORENSIC	Sheriff's Dept Blood Draws August 2018	100.00
ANIMAL FRIENDS	Animal Control Services August 2018	3,500.00
BIO-TOX	Sheriff's Dept Blood Testing August 2018	523.00
CBSC	Permit Valuation Fee 7/1/18-9/30/18	165.60
Charles Abbott	Environmental Services, September 2018	797.50
	Permit and Plan Review September 2018	13,560.66
	Code Enforcement Software License and Hosting September 2018	200.00
CommUSA	Ion Battery for city vehicle	349.45
Corelogic	Database for Code Enforcement September 2018	125.00
DEPT OF CONSER	3Q State Report for Motion and Seismic Hazard Jul-Sep 2018	391.30
DOJ	Sheriff's Dept Blood Alcohol Analysis August 2018	35.00
DSA	Disability Access and Education Fee July - Sept 2018	142.40
EVMWD	Water, Fire Station 8/27/18-9/26/18	393.83
	Water, City Hall 8/24/18-9/23/18	98.91
	Water, Irrigation 8/27/18-9/26/18	1,867.49
FM3	Quality of Life Survey	13,000.00
FRIDAY FLYER	Voter Info Key Dates and Deadlines	58.80
Jani-King	Janitorial Services October 2018	735.50
Joe's	Supplies, Fire Station	23.45
LEW Edwards	Professional Services September 2018	5,500.00
LOCC	Riverside County Division Meeting 9/12/18, Larry Green	40.00
MR. WINDOW	Window Cleaning Service October 2018	60.00
NBS	Comprehensive Citywide User Fee and Rate Study Sept 2018	855.00
Nikki's	Flags for Veteran's Day	114.61
riv Co Exec	Misc Admin Expenses 1QFY18/19	297.00
	Sheltering Services Oct - Dec 2018	14,590.71
Riv Co Fire	Fire Protection Services 4th Qtr	291,991.15
Round Up	City Vehicle Fuel 4/14/18-9/29/18	1,717.04
SCE	Electricity, Traffic Control 8/28/18-9/27/18	342.95
Smedley	Sheriff's Dept Towing CN160470003 Audi	224.00
	Sheriff's Dept. Towing CN160470003	224.00
STAPLES	Office Supplies	613.17
Structural	Pest Control Service - Fire Station, October 2018	36.75
Synoptek	IT Service October 2018	2,541.50
Time Warner	Internet, Fire Station 10/10/18-11/09/18	74.98
Toshiba	Monthly Copier Lease 9/15/18 - 10/15/18	725.25
Windwild	Bricks for Veterans Day	193.46
Report Total		356,209.46

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
AB Fence	Rolling Gate, Fire Station	6,795.00
Aflac	Supplemental Insurance October 2018	500.30
AMERICAN FORENSIC	Sheriff's Blood Draws September 2018	80.00
Bonner	Phone, Internet and Mileage Reimbursement September 2018	242.07
	Internet and Phone Reimbursement August 2018	78.82
Charles Abbott	Engineering Services September 2018	856.00
	Engineering Services September 2018	2,186.50
	Engineering Services September 2018	3,382.00
Cole Huber	Attorneys Fees, September 2018	7,537.50
CTAI	Landscape Maintenance Service, Medians & Parkways Oct 2018	5,000.00
	Landscape Maintenance Service, Fire Station October 2018	250.00
DATA TICKET	Parking Citation Processing September 2018	100.00
	Code Enforcement Citation Processing September 2018	100.00
DIRECTV	Satellite Service, Fire Station 10/12/18-11/11/18	219.89
DOJ	Sheriff's Dept Blood Alcohol Analysis September 2018	70.00
Ehrenkranz	Internet and Phone Reimbursement October 2018	40.00
Frontier	City Hall Phones, 10/13/18-11/12/18	122.60
	Internet and Phone, Fire Station 10/13/18-11/12/18	265.15
	City Hall Internet 10/10/18-11/9/18	146.74
Gagnon	Reimbursement for Veteran's Day Flags and Ribbon	353.29
GREENHALGH	Retiree Health Insurance November 2018	197.76
Haggerty	Internet and Phone Reimbursement October 2018	30.00
	Mileage and Meals Reimbursement LOCC	134.33
Handy Solutions	52 in Pole and Flag - Veteran's Day	446.95
Jon's	Flag - Veteran's Day	170.74
KC Floor	Restrooms floor repair	1,452.00
Nate Volk	Broadcasting Services 10/3/18 Mtg	350.00
Pitney Bowes - Reserve Account	Postage Reserves	800.00
RAMS	Accounting Services, September 2018	6,700.00
REGUS	Conference Room Lease November 2018	250.00
	Library Lease December 2018	1,043.33
Riv Co Sheriff Acctg	Sheriff's Contract Law Enforcement 8/16/18-9/12/18	127,990.69
Riv Co TLMA	SLF Costs, September 2018	1,638.75
SCE	Electricity, Office Lease 9/19/18-10/18/18	55.18
	Electricity, Pump Station 9/7/18-10/8/18	560.33
	Electricity, City Hall 9/13/18-10/12/18	1,122.63
	Electricity, Traffic Signals 9/13/18-10/12/18	177.26
	Electricity, Traffic Signals 8/20/18-9/19/18	12.80

Date: 10/24/18

03:42:48 PM 11/7/2018 City Council Agenda

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City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
	Electricity, Fire Station 9/13/18-10/12/18	403.74
SDRMA	Dental Insurance November 2018	305.07
Sparkletts	Drinking Water, 9/13/18-10/10/18	66.59
STATE FUND	Worker's Comp November 2018	659.17
TelePacific	City Hall Phone System, 10/16/18-11/15/18	615.45
US Bank	Credit card expenses	8,543.28
VerizonW	iPads, 9/4/18-10/3/18	199.08
	Cell Phones, 9/4/18-10/3/18	444.96
Report Total		182,695.95

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

<u>Vendor ID</u>	<u>Invoice Description</u>	<u>Cash Required</u>
Athey	Refund to Athey for Building Permit #2018-11	431.65
Report Total		431.65

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 09/28/2018
Process: 2018092801
Period: 09/16/2018 to 09/30/2018

11/7/2018 City Council Agenda

Department: (1) Staff

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount	Gross	Tot Liab	Net Amt			
Reg	Regular	13.50	810.00												810.00	810.00	810.00			
Total Earnings													13.50	810.00	0.00	Total Deductions	0.00	Total Employer Taxes	0.00	0.00

Department: (1) Staff Total

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount	Gross	Tot Liab	Net Amt			
1	Reg Regular	13.50	810.00												810.00	810.00	810.00			
Total Earnings													13.50	810.00	0.00	Total Deductions	0.00	Total Employer Taxes	0.00	0.00

Department: (20) City Employees

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount	Gross	Tot Liab	Net Amt			
125CO	125 Cash	492.43	492.43	PTAXF Pre-Tax P.	CA	California SI	252.35	CA	California SI	104.75	CAETT CA Edu & T	0.00	0.00	0.00	4097.43	4097.43	4097.43			
102	Reg Regular	3605.00	3605.00		CASDI	CA SDI - Err	4097.43	CASUI	California SI	4097.43		0.00	0.00	0.00	4156.85	4156.85	4156.85			
3605.00	Salary				FITW	Federal Incoi	3605.00	MED-R	Medicare - E	284.03		4097.43	59.42	59.42	3355.91	3355.91	3355.91			
Total Earnings													0.00	4097.43	Total Deductions	252.35	Total Employer Taxes	489.17	59.42	59.42

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount	Gross	Tot Liab	Net Amt			
Reg	Regular	42.50	871.25	457B EE	CA	California SI	65.34	CA	California SI	10.08	CAETT CA Edu & T	0.00	0.00	0.00	871.25	871.25	871.25			
106	Emp Id			AflacP	CASDI	CA SDI - Err	77.69	CASUI	California SI	8.71		0.00	0.00	0.00	883.88	883.88	883.88			
20.5000	Rate			Aflac Post	FITW	Federal Incoi	32.47	MED-R	Medicare - E	32.47		871.25	12.63	12.63	664.32	664.32	664.32			
Total Earnings													42.50	871.25	Total Deductions	143.03	Total Employer Taxes	63.90	12.63	12.63

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount	Gross	Tot Liab	Net Amt			
125CO	125 Cash	499.58	499.58	PTXPE Pre-Tax P.	CA	California SI	118.70	CA	California SI	49.28	CAETT CA Edu & T	0.00	0.00	0.00	2398.82	2398.82	2398.82			
98	Reg Regular	1774.29	1774.29		CASDI	CA SDI - Err	2398.82	CASUI	California SI	23.99		0.00	0.00	0.00	2433.60	2433.60	2433.60			
24.9900	Rate				FITW	Federal Incoi	124.95	MED-R	Medicare - E	199.99		2398.82	34.78	34.78	1972.08	1972.08	1972.08			
Total Earnings													42.50	871.25	Total Deductions	118.70	Total Employer Taxes	308.04	34.78	34.78

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount	Gross	Tot Liab	Net Amt			
125CO	125 Cash	452.83	452.83	PTXPE Pre-Tax P.	CA	California SI	338.54	CA	California SI	261.35	CAETT CA Edu & T	0.00	0.00	0.00	5869.50	5869.50	5869.50			
99	Reg Regular	5416.67	5416.67		CASDI	CA SDI - Err	5869.50	CASUI	California SI	58.69		0.00	0.00	0.00	5954.61	5954.61	5954.61			
5416.67	Rate				FITW	Federal Incoi	5416.67	MED-R	Medicare - E	582.35		5869.50	85.11	85.11	4543.46	4543.46	4543.46			
Total Earnings													9.50	5869.50	Total Deductions	338.54	Total Employer Taxes	987.50	85.11	85.11

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount	Gross	Tot Liab	Net Amt			
125CO	125 Cash	452.83	452.83	PTXPE Pre-Tax P.	CA	California SI	338.54	CA	California SI	261.35	CAETT CA Edu & T	0.00	0.00	0.00	5869.50	5869.50	5869.50			
99	Reg Regular	5416.67	5416.67		CASDI	CA SDI - Err	5869.50	CASUI	California SI	58.69		0.00	0.00	0.00	5954.61	5954.61	5954.61			
5416.67	Rate				FITW	Federal Incoi	5416.67	MED-R	Medicare - E	582.35		5869.50	85.11	85.11	4543.46	4543.46	4543.46			
Total Earnings													9.50	5869.50	Total Deductions	338.54	Total Employer Taxes	987.50	85.11	85.11

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 09/28/2018
Process: 2018092801
Period: 09/16/2018 to 09/30/2018

11/7/2018 City Council Agenda

Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Taxable	Amount	Code	Tax	Taxable	Amount
125CO	125 Cash		527.04	PTAXI Pre-Tax P.	CA	129.44	CA	California SI	2246.68	24.42	CAETT	CA Edu & T	2376.12	2.38
108	Reg	76.00	1849.08		CASDI	CA SDI - Err		California SI	2376.12	23.76	CASUI	California SI	2376.12	106.93
24.3300	Regular				FITW	Federal Inco		Medicare - E	2246.68	133.73	MED-R	Medicare - E	2376.12	34.45
					MED	Medicare		OASDI - Em	2376.12	34.45	SS-R	OASDI - Em	2376.12	0.00
								Total Employer Taxes		216.36				143.76

Department: (20)City Employees Total

Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Taxable	Amount	Code	Tax	Taxable	Amount
5	Female	3	125CO 125 Cash	457B 457B EE	CA	65.34	CA	California SI	14708.75	449.88	CAETT	CA Edu & T	2376.12	2.38
2	Male	189.50	13516.29	AflacP, Aflac Post	CASDI	77.69	CASDI	CA SDI - Err	15613.12	156.13	CASUI	California SI	2376.12	106.93
	Sick	14.50	124.95	PTAXI Pre-Tax P.	FITW	381.79	FITW	Federal Inco	14708.75	1232.57	MED-R	Medicare - E	15613.12	226.39
					PTXPE	Pre-Tax P.		Medicare	15613.12	226.39	SS-R	OASDI - Em	2376.12	0.00
								Total Employer Taxes		2064.97				335.70

Department: (30)Special Enforcement Team

Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Taxable	Amount	Code	Tax	Taxable	Amount
Ecclefield, Dawn A	Reg	59.00	1397.71	457B 457B EE	CA	104.83	CA	California SI	1411.33	14.42	CAETT	CA Edu & T	0.00	0.00
104	Sick	5.00	118.45	AflacP, Aflac Post	CASDI	33.43	CASDI	CA SDI - Err	1516.16	15.16	CASUI	California SI	0.00	0.00
23.6900					FITW		FITW	Federal Inco	1411.33	75.72	MED-R	Medicare - E	1516.16	21.98
					MED		MED	Medicare	1516.16	21.99				0.00
								Total Employer Taxes		127.29				21.98

Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Taxable	Amount	Code	Tax	Taxable	Amount
Feeney, Michael S	Reg	30.00	831.90		CA		CA	California SI	831.90	10.65	CAETT	CA Edu & T	0.00	0.00
83	Regular				CASDI		CASDI	CA SDI - Err	831.90	8.32	CASUI	California SI	0.00	0.00
27.7300					FITW		FITW	Federal Inco	831.90	73.39	MED-R	Medicare - E	831.90	12.06
					MED		MED	Medicare	831.90	12.06				0.00
								Total Employer Taxes		104.42				12.06

Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Taxable	Amount	Code	Tax	Taxable	Amount
Helgemso Dickson	Reg	30.00	831.90		CA		CA	California SI	2054.86	76.30	CAETT	CA Edu & T	0.00	0.00
Gina M	125CO 125 Cash		228.02	PTAXI Pre-Tax P.	CASDI	137.50	CASDI	CA SDI - Err	2192.36	21.92	CASUI	California SI	0.00	0.00
101	Reg	61.00	1829.39		FITW		FITW	Federal Inco	2054.86	172.96	MED-R	Medicare - E	2192.36	31.79
29.9900	Regular				MED		MED	Medicare	2192.36	31.79				0.00
	Sick	4.50	134.95					Total Employer Taxes		302.97				31.79

Department: (30)Special Enforcement Team Total

Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Taxable	Amount	Code	Tax	Taxable	Amount
Helgemso Dickson	125CO 125 Cash		228.02	457B 457B EE	CA	104.83	CA	California SI	4298.09	101.37	CAETT	CA Edu & T	0.00	0.00
Gina M	1 Reg	150.00	4059.00	AflacP, Aflac Post	CASDI	33.43	CASDI	CA SDI - Err	4540.42	45.40	CASUI	California SI	0.00	0.00
29.9900	Regular				FITW		FITW	Federal Inco	4298.09	322.07	MED-R	Medicare - E	4540.42	65.83
	Sick	9.50	253.40	PTAXI Pre-Tax P.	MED		MED	Medicare	4540.42	65.84				0.00
								Total Employer Taxes		534.68				65.83

Labor Distribution

City of Canyon Lake

Company (10756)

Check Date: 09/28/2018

Process: 2018092801

Period: 09/15/2018 to 09/30/2018

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Department: (50)Council Members

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount
Reg	Regular		300.00		CA	California SI	0.00	CAEIT	CA Edu & T	300.00	300.00	0.30	300.00	300.00	0.30
Emp Id	78				FITW	Federal Incoi	0.00	CASUI	California SI	300.00	300.00	13.50	300.00	300.00	13.50
Salary	300.00				MED	Medicare	4.35	MED-R	Medicare - E	300.00	300.00	4.35	300.00	300.00	4.35
Total Earnings		0.00	300.00	Total Deductions			0.00	Total Employer Taxes		4.35	300.00	18.15			300.00
Net Amt															318.16
															295.65

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount
Reg	Regular		300.00		CA	California SI	0.00	CAEIT	CA Edu & T	300.00	300.00	0.30	300.00	300.00	0.30
Emp Id	62				FITW	Federal Incoi	0.00	CASUI	California SI	300.00	300.00	13.50	300.00	300.00	13.50
Salary	300.00				MED	Medicare	4.35	MED-R	Medicare - E	300.00	300.00	4.35	300.00	300.00	4.35
Total Earnings		0.00	300.00	Total Deductions			0.00	Total Employer Taxes		4.35	300.00	18.15			300.00
Net Amt															318.15
															295.65

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount
Reg	Regular		300.00		CA	California SI	0.00	CAEIT	CA Edu & T	300.00	300.00	0.30	300.00	300.00	0.30
Emp Id	103				FITW	Federal Incoi	0.00	CASUI	California SI	300.00	300.00	13.50	300.00	300.00	13.50
Salary	300.00				MED	Medicare	4.35	MED-R	Medicare - E	300.00	300.00	4.35	300.00	300.00	4.35
Total Earnings		0.00	300.00	Total Deductions			0.00	Total Employer Taxes		4.35	300.00	18.15			300.00
Net Amt															318.15
															295.65

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount
Reg	Regular		300.00		CA	California SI	0.00	CAEIT	CA Edu & T	300.00	300.00	0.30	300.00	300.00	0.30
Emp Id	95				FITW	Federal Incoi	30.00	CASUI	California SI	300.00	300.00	13.50	300.00	300.00	13.50
Salary	300.00				MED	Medicare	4.35	MED-R	Medicare - E	300.00	300.00	4.35	300.00	300.00	4.35
Total Earnings		0.00	300.00	Total Deductions			34.35	Total Employer Taxes		34.35	300.00	18.15			300.00
Net Amt															318.15
															265.65

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount
Reg	Regular		300.00		CA	California SI	0.00	CAEIT	CA Edu & T	300.00	300.00	0.30	300.00	300.00	0.30
Emp Id	94				FITW	Federal Incoi	0.00	CASUI	California SI	300.00	300.00	13.50	300.00	300.00	13.50
Salary	300.00				MED	Medicare	4.35	MED-R	Medicare - E	300.00	300.00	4.35	300.00	300.00	4.35
Total Earnings		0.00	300.00	Total Deductions			0.00	Total Employer Taxes		4.35	300.00	18.15			300.00
Net Amt															318.15
															295.65

Department: (50)Council Members Total

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount
Reg	Regular		1500.00		CA	California SI	0.00	CAEIT	CA Edu & T	1500.00	1500.00	1.50	1500.00	1500.00	1.50
Emp Id	3				FITW	Federal Incoi	30.00	CASUI	California SI	1500.00	1500.00	67.50	1500.00	1500.00	67.50
Salary	300.00				MED	Medicare	21.75	MED-R	Medicare - E	1500.00	1500.00	21.75	1500.00	1500.00	21.75
Total Earnings		0.00	1500.00	Total Deductions			0.00	Total Employer Taxes		51.75	1500.00	90.76			1500.00
Net Amt															1590.76
															1448.25

Report Total

Employees	Code	Earning	Hours	Amount	Code	Deduction	Amount	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount
Female	14	125CO 125 Cash		2199.90	457B	457B EE1	170.17	CA	California SI	20506.84	CAEIT	CA Edu & T	3.88				20506.84	551.25	3876.12	3.88
Male	6	Reg Regular	353.00	19885.29	AflacP	Aflac Post	111.12	CASDI	CA SDI - Err	20153.54	CASUI	California SI	174.43				20153.54	201.53	3876.12	174.43
		Sick Sick	24.00	378.35	PTAXI	Pre-Tax P	519.29	FIIW	Federal Incoi	20506.84	MED-R	Medicare - E	313.98				20506.84	1584.64	21653.54	313.98
					PTXPE	Pre-Tax P	457.24	MED	Medicare	21653.54	SS-R	OASDI - Em	0.00				21653.54	313.98	2376.12	0.00
		Total Earnings	377.00	22463.54	Total Deductions		1257.82	Total Employee Taxes			Total Employer Taxes		497.29				2651.40	2651.40	2376.12	497.29

Aaron D Palmer
Aaron Palmer, City Manager

10/2/18
Date

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 10/15/2018
Process: 2018101501
Period: 10/01/2018 to 10/15/2018

Department: (1)Staff

Code	Earning	Hours	Amount	Deduction	Code	Amount	Taxable	Amount	Code	Tax	Taxable	Amount	Gross	Tot Liab	Net Amt
Reg	Regular	10.00	600.00										600.00	600.00	600.00
Total Earnings		10.00	600.00	Total Deductions		0.00	Total Employer Taxes	0.00	Total Employer Taxes		0.00	0.00			

Department: (1)Staff Total

Code	Earning	Hours	Amount	Deduction	Code	Amount	Taxable	Amount	Code	Tax	Taxable	Amount	Gross	Tot Liab	Net Amt
1 Reg	Regular	10.00	600.00										600.00	600.00	600.00
Total Earnings		10.00	600.00	Total Deductions		0.00	Total Employer Taxes	0.00	Total Employer Taxes		0.00	0.00			

Department: (20)City Employees

Code	Earning	Hours	Amount	Deduction	Code	Amount	Taxable	Amount	Code	Tax	Taxable	Amount	Gross	Tot Liab	Net Amt
125CO 125	Cash	492.43	492.43	PTAXI Pre-Tax P.	CA	California SI	3845.08	104.75	CAETT	CA Edu & T	0.00	0.00	4097.43	4097.43	4097.43
102	Regular	3605.00	3605.00		CASDI	CA SDI - Err	4097.43	40.97	CASUI	California SI	0.00	0.00	4097.43	4097.43	4097.43
3605.00	Sick	0.00	0.00		FITW	Federal Incoi	3845.08	284.03	MED-R	Medicare - E	4097.43	59.42	4097.43	4156.85	4156.85
Total Earnings		19.00	4097.43	Total Deductions		252.35	Total Employer Taxes	489.16	Total Employer Taxes		489.16	59.42			
Reg	Regular	37.00	758.50	457B EE	CA	California SI	701.61	7.78	CAETT	CA Edu & T	0.00	0.00	758.50	758.50	758.50
106	Salary	19.00	3605.00	AflacP, Aflac Post	CASDI	CA SDI - Err	758.50	7.59	CASUI	California SI	0.00	0.00	758.50	758.50	758.50
Total Earnings		37.00	758.50	Total Deductions		134.58	Total Employer Taxes	48.40	Total Employer Taxes		48.40	11.00			
Manzano,					CA	California SI	2517.52	59.73	CAETT	CA Edu & T	0.00	0.00	2517.52	2517.52	2517.52
Rubi E	Comp	237.40	237.40		CASDI	CA SDI - Err	2636.22	26.37	CASUI	California SI	0.00	0.00	2636.22	2636.22	2636.22
98	Regular	73.00	1824.27		FITW	Federal Incoi	2517.52	228.48	MED-R	Medicare - E	2636.22	38.22	2636.22	2636.22	2636.22
24.9900	Sick	3.00	74.97		MED	Medicare	2636.22	38.23					2636.22	2674.44	2674.44
Total Earnings		85.50	2636.22	Total Deductions		118.70	Total Employer Taxes	352.81	Total Employer Taxes		352.81	38.22			
Palmer,					CA	California SI	5530.96	261.35	CAETT	CA Edu & T	0.00	0.00	5530.96	5530.96	5530.96
Aaron	Reg	452.83	452.83	PTXPF Pre-Tax P.	CASDI	CA SDI - Err	5869.50	58.69	CASUI	California SI	0.00	0.00	5869.50	5869.50	5869.50
99	Salary	5416.67	5416.67		FITW	Federal Incoi	5530.96	582.35	MED-R	Medicare - E	5869.50	85.11	5869.50	5954.61	5954.61
Total Earnings		0.00	5869.50	Total Deductions		338.54	Total Employer Taxes	987.50	Total Employer Taxes		987.50	85.11			

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 10/15/2018
Process: 2018101501
Period: 10/01/2018 to 10/15/2018

Ann	Rate	Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount	
125CO	108	125	Cash		527.04	457B	EE	66.00	CA	California SI	2395.63	CAEIT	CA Edu & T	30.97	2607.25	2607.25	2.61			
Reg	24.3300	Regular		85.50	2080.21	PTAXI	Pre-Tax P.	145.62	CASDI	CA SDI - Err	2607.25	CASUI	California SI	26.07	2607.25	2607.25	117.33	Gross	2607.25	
									FITW	Federal Inco	2395.63	MED-R	Medicare - E	151.60	2607.25	2607.25	37.80	Tot Liab	2764.99	
									MED	Medicare	2607.25			37.81				Net Amt	2149.18	
Total Earnings											85.50	Total Deductions		211.62	Total Employer Taxes		246.45	Total Employer Taxes		157.74

Department: (20)City Employees Total

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount		
5	125CO	125	Cash		1971.88	457B	EE	122.89	CA	California SI	14990.80	CAEIT	CA Edu & T	464.58	2607.25	2607.25	2.61			
Female	Comp	Comp Tin		237.40	AflacP	Aflac Post	77.69	CASDI	CA SDI - Err	15968.90	CASUI	California SI	159.69	2607.25	2607.25	117.33	Gross	15968.90		
Male	Reg	Regular		13684.65	PTAXI	Pre-Tax P.	397.97	FITW	Federal Inco	14990.80	MED-R	Medicare - E	1268.50	15968.90	15968.90	231.55	Tot Liab	16320.39		
	Sick	Sick		74.97	PTXPE	Pre-Tax P.	457.24	MED	Medicare	15968.90			231.55				Net Amt	12788.79		
Total Earnings											227.00	Total Deductions		1055.79	Total Employer Taxes		2124.32	Total Employer Taxes		351.49

Department: (30)Special Enforcement Team

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount		
Ecclefield,	Reg	Regular		1504.32	457B	EE	112.82	CA	California SI	1391.50	CAEIT	CA Edu & T	13.98	0.00	0.00	0.00				
Dawn A	Emp Id	104		33.43	AflacP	Aflac Post	33.43	CASDI	CA SDI - Err	1504.32	CASUI	California SI	15.04	0.00	0.00	0.00	Gross	1504.32		
Rate	23.6900				FITW	Federal Inco	1391.50	FITW	Federal Inco	1504.32	MED-R	Medicare - E	73.73	1504.32	1504.32	21.81	Tot Liab	1526.13		
					MED	Medicare	1504.32						21.81				Net Amt	1233.51		
Total Earnings											63.50	Total Deductions		146.25	Total Employer Taxes		124.56	Total Employer Taxes		21.81

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount		
Feeney,	Reg	Regular		915.09				CA	California SI	915.09	CAEIT	CA Edu & T	12.48	0.00	0.00	0.00				
Michael S	Emp Id	83			CASDI	CA SDI - Err	915.09	CASUI	California SI	915.09	CASUI	California SI	9.15	0.00	0.00	0.00	Gross	915.09		
Rate	27.7300				FITW	Federal Inco	915.09	FITW	Federal Inco	915.09	MED-R	Medicare - E	83.37	915.09	915.09	13.27	Tot Liab	928.36		
					MED	Medicare	915.09						13.27				Net Amt	796.82		
Total Earnings											33.00	Total Deductions		0.00	Total Employer Taxes		118.27	Total Employer Taxes		13.27

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount		
Helgemo Dickson	Reg	Regular		1769.41				CA	California SI	1873.57	CAEIT	CA Edu & T	62.16	0.00	0.00	0.00				
Gina M	Emp Id	101			PTAXI	Pre-Tax P.	123.86	CASDI	CA SDI - Err	1997.43	CASUI	California SI	19.97	0.00	0.00	0.00	Gross	1997.43		
Rate	29.9900				FITW	Federal Inco	1873.57	FITW	Federal Inco	1873.57	MED-R	Medicare - E	151.20	1997.43	1997.43	28.96	Tot Liab	2026.39		
					MED	Medicare	1997.43						28.96				Net Amt	1611.28		
Total Earnings											59.00	Total Deductions		123.86	Total Employer Taxes		262.29	Total Employer Taxes		28.96

Department: (30)Special Enforcement Team Total

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount		
3	125CO	125	Cash		228.02	457B	EE	112.82	CA	California SI	4180.16	CAEIT	CA Edu & T	88.62	0.00	0.00	0.00			
Female	Reg	Regular		4188.82	AflacP	Aflac Post	33.43	CASDI	CA SDI - Err	4416.84	CASUI	California SI	44.16	0.00	0.00	0.00	Gross	4416.84		
Male	PTAXI	Pre-Tax P.		123.86	FITW	Federal Inco	4180.16	FITW	Federal Inco	4180.16	MED-R	Medicare - E	308.30	4416.84	4416.84	64.04	Tot Liab	4480.88		
	MED	Medicare		4416.84			4416.84						64.04				Net Amt	3641.61		
Total Earnings											155.50	Total Deductions		270.11	Total Employer Taxes		505.12	Total Employer Taxes		64.04

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 10/15/2018
Process: 2018101501
Period: 10/01/2018 to 10/15/2018

11/7/2018 Council Agenda

Report Total

Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Taxable	Amount
9	125CO 125 Cash		2199.90	457B EE	CA	235.71	CA	California ST	19170.96	CAETT	CA Edu & T	553.20	19170.96	2607.25	2.61
3	Comp Tin	9.50	237.40	AflacP	CASDI	111.12	CA	California ST	20385.74	CASUI	California ST	203.85	20385.74	2607.25	117.33
	Reg Regular	361.00	18473.47	PTAXI Pre-Tax P	FITW	521.83	FED	Federal Inco	19170.96	MED-R	Medicare - E	1576.80	19170.96	20385.74	295.59
	Sick	22.00	74.97	PTXPE Pre-Tax P	MED	457.24	MED	Medicare	20385.74			295.59	20385.74		21401.27
	Total Earnings	392.50	20985.74	Total Deductions		1325.90		Total Employee Taxes				2629.44	Total Employer Taxes		415.53
															20985.74
															21401.27
															17030.40

Canyon D Palmer
Aaron Palmer, City Manager

10/11/18
Date

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Home Profile Reporting Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Member Requests Health Reconciliation Retirement Appointment Reconciliation

Name: City of Canyon Lake **CalPERS ID:** 3813045770

Payment Request Acceptance

Your request for payment has been accepted

- **To generate the employer payment report, please click the print button.**
- If you need to contact us with questions regarding this payment, please have your Payment Confirmation Number for faster access.
- Your payment will reflect as paid in myCalPERS if your payroll has successfully posted. Once your payment is processed any credits will roll over to the same type of receivable in the next month, after your payroll has been processed.
- Your payment may take longer to post, depending upon your Financial Institution.

Payment Setup Total

Total Payment Amount: \$2,142.49

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1001183092	10/11/2018	100000015425505	Employer Contribution, PEPR, 26189, CalPERS, 10/01/2018 - 10/15/2018	EFT - Debit	Citizens Business Bank -5402	\$957.80
1001183093	10/11/2018	100000015425475	Employer Contribution, Classic, 1684, CalPERS, 10/01/2018 - 10/15/2018	EFT - Debit	Citizens Business Bank -5402	\$1,184.69

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Build: v7.6.0.a Baseline: 181002_155353_v7.6_Int.5811 UID: 318

*City of Canyon
10/18/18*

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Home Profile Reporting Person Information Education Other Organizations

Summary Payments Receivables Retirement Contract Health Contract Agreements Mergers and Reorganizations

Name: City of Canyon Lake CalPERS ID: 3813045770

Display Criteria

Payment Status: Pending

Receivable Type: [dropdown] [Display] [Generate Report]

Payments

To cancel a pending payment, select the Payment Authorization Date link.

<u>Payment Authorization Date</u>	<u>Payment Posting Date</u>	<u>Confirmation Number</u>	<u>Payment Amount</u>	<u>Payment Account Nickname</u>	<u>Payment Status</u>	<u>Receivable ID</u>	<u>Receivable Description</u>
10/01/2018		1001166910	\$133.76	Citizens Business Bank -5402	Pending	100000015433440	Health PA Billing - PERS
09/27/2018		1001172940	\$1,178.94	Citizens Business Bank -5402	Pending	100000015394008	Employer Contribution, Classic, 1684, CalPERS, 09/16/2018 - 09/30/2018
09/27/2018		1001172939	\$957.80	Citizens Business Bank -5402	Pending	100000015394041	Employer Contribution, PEPR, 26189, CalPERS, 09/16/2018 - 09/30/2018

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Build: v7.6 Baseline: 180917_145250_v7.6_Int.5012 UID: 302

OK to pay 10/2/18

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Home Profile Reporting Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Member Requests Health Reconciliation Retirement Appointment Reconciliation

Name: City of Canyon Lake **CalPERS ID:** 3813045770

Payment Request Acceptance

Your request for payment has been accepted.

- **Please print this page for your records.**
- If you need to contact us with questions regarding this payment, please have your Payment Confirmation Number for faster access.
- Your payment will be reflected in your CalPERS account once the payment has been received by CalPERS.
- Your payment account may take longer to post, depending upon your Financial Institution. Once your payment is processed, CalPERS will send a confirmation email to the email address in your profile.

Payment Setup Total

Total Payment Amount: \$133.76

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1001166910	10/01/2018	100000015433440	Health PA Billing - PERS	EFT - Debit	Citizens Business Bank -5402	\$133.76

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Build: v7.5.0.b Baseline: 180904_152056_v7.5_Int.1476 UID: 318

Ok to pay 9/20/18 ff



CITY OF CANYON LAKE
PLAN SPONSOR: 0035273

Acknowledgment

Your payment was successfully submitted. Provided it is in good order, it will process within contractual timeframes.

You can print this acknowledgment for your records.

Plan Name:CITY OF CANYON LAKE 457 OBRA-PST

Plan Number:0035273002

Payroll Center:CITY OF CANYON LAKE OBRA

Payroll Center Number:001

Payroll Received for Salary Reduction

Submission date:10/10/2018

Submission time:01:31 PM

Pay period end date:09/30/2018

Payment method:Debit ACH

Bank routing number:122234149

Bank account number:245125402

Contributions payment amount:\$325.91

Contributions count:2

Draft date:10/11/2018

Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively "Nationwide") have endorsement relationships with the National Association of Counties, the International Association of Fire Fighters-Financial Corporation, and the National Association of Police Organizations.

Nationwide may receive payments from mutual funds or their affiliates in connection with certain investment options. Learn more about these payments.

Retirement Specialists provide information for educational purposes only. This information is not meant to be used as investment advice. Retirement Specialists are Registered Representatives of Nationwide Investment Services Corporation, member FINRA.


Your plan may offer a Nationwide Bank product. Learn more about Bank products.

*Ok to pay
10/11/18 AJ*

CITIZENSTRUST™

PO Box 2549
Rancho Cucamonga, CA 91729-2549
Return Service Requested

00000086 MCB1000101818648142 01 000000 52 005



CITY OF CANYON LAKE
31516 RAILROAD CANYON RD
CANYON LAKE CA 92587

RECEIVED

OCT 23 2018

BY: _____

STATEMENT FOR THE PERIOD FROM 09/01/2018 TO 09/30/2018
ACCOUNT 1035003119

THIS IS YOUR REPORT OF INVESTMENTS AND TRANSACTIONS FOR THE PERIOD. INCLUDED
IN THE REPORT ARE

* PORTFOLIO: SUMMARY GRAPHICAL DISPLAY WITH MARKET VALUE & PERCENT

* ACTIVITY SUMMARY: MARKET VALUE WITH TRANSACTION SUMMARY

* PORTFOLIO STATEMENT: A LISTING OF COST AND MARKET VALUE OF ASSETS
HELD IN THE PORTFOLIO

COST BASIS APPLICABLE FOR CALCULATING CAPITAL GAINS AND LOSSES.
MARKET VALUE IS THE CURRENT VALUE OF EACH ASSET FOR MOST STOCKS AND BONDS.
MARKETS ARE THE CLOSING PRICES ON THE LAST TRADING DAY OF THE PERIOD.

* TRANSACTION STATEMENT: A COMPLETE LISTING FOR THE PERIOD GROUPED BY
TRANSACTION TYPE.

* DISCLOSURES: CITIZENS BUSINESS BANK MAY RECEIVE RESEARCH AND OTHER BENEFITS
FROM BROKER DEALERS WHICH MAY BE CONSIDERED COMPENSATION TO US. UPON REQUEST
WE WILL DISCLOSE DETAILS OF ANY COMPENSATION RECEIVED.

* TO TRUST BENEFICIARIES: UNDER SECTION 17200 OF CALIFORNIA PROBATE CODE,
YOU MAY PETITION THE COURT TO OBTAIN A COURT REVIEW OF THE ACCOUNT AND
THE ACTS OF THE TRUSTEE. CLAIMS AGAINST THE TRUSTEE FOR BREACH OF TRUST
MUST BE MADE WITHIN THREE YEARS FROM THE DATE OF RECEIPT OF AN ACCOUNTING
OR OTHER REPORT DISCLOSING FACTS GIVING RISE TO THE CLAIM.

CITIZENSTRUST™

PO Box 2549
 Rancho Cucamonga, CA 91729-2549
 Return Service Requested



Account Statement

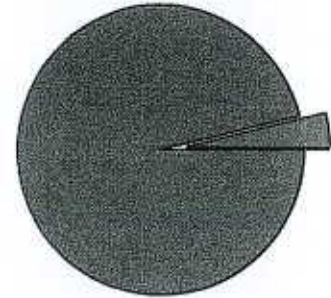
Account Number: **1035003119**
 September 01, 2018 To September 30, 2018

CITY OF CANYON LAKE
 31516 RAILROAD CANYON RD
 CANYON LAKE, CA 92587

Account Name:	CITY OF CANYON LAKE CITIZENS BUSINESS BANK
Account Number:	1035003119
Your Relationship Manager Is:	MIKE GARDNER
Phone:	909-483-4390

Investment Portfolio Summary

Market Value As Of	09/01/2018	09/30/2018	% Of Account
 CASH & CASH EQUIVALENTS	140,131.09	104,045.55	4.0%
 FIXED INCOME	2,483,434.57	2,512,557.18	96.0%
MISCELLANEOUS	453.29-	0.00	0.0%
Total	2,623,112.37	2,616,602.73	100.0%



Activity Summary

	This Period	Year To Date	Realized Capital Gains / Losses	
			This Period	Year To Date
Beginning Market Value	2,623,112.37	2,622,592.86		
Income	2,119.25	34,336.71	Long Term	885.03-
Asset Activity	36,902.18-	162,179.81-	Total Gains / Losses	885.03-
Fees	849.32-	7,506.85-		
Cash Management	36,085.54	135,349.95		
Change In Market Value	6,962.93-	5,990.13-		
Ending Market Value	2,616,602.73	2,616,602.73		

Account Statement

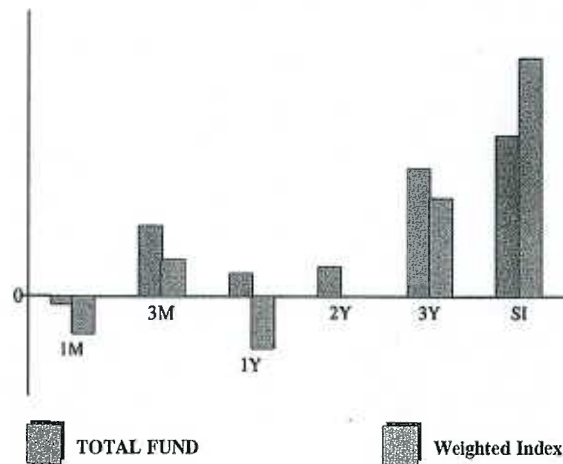
Account Number: **1035003119**

September 01, 2018 To September 30, 2018

Performance Summary - Total Returns

	Market Value	1 Month	3 Months	1 Year	2 Years	3 Years	Since Inception 03/01/2010
TOTAL FUND	2,634,458	0.04-	0.41	0.13	0.17	0.74	0.93
Return On Indexes Fixed GT (95% FX / 5% C)		0.21-	0.21	0.30-	0.00	0.57	1.38

Return Comparison



PAST RESULTS ARE NOT INDICATIVE OF FUTURE INVESTMENT RESULTS. FUND DATA IS ON A TRADE DATE BASIS. PERFORMANCE RESULTS ARE GROSS OF MANAGEMENT FEES. RETURNS FOR PERIODS LONGER THAN ONE YEAR ARE ANNUALIZED. MARKET VALUE DOES NOT INCLUDE ACCRUED INCOME.

Portfolio Statement

Quantity	Description	Market Value	Cost Basis
Cash & Cash Equivalents			
Cash Equivalents			
Unclassified			
104,045.550	31607A703 FIDELITY GOVERNMENT PORTFOLIO	104,045.55	104,045.55
	Total Unclassified	104,045.55	104,045.55
Total	Cash Equivalents	104,045.55	104,045.55
Total	Cash & Cash Equivalents	104,045.55	104,045.55
Fixed Income			
Taxable			
75,000.000	05531FAU7 BB&T CORPORATION DTD 06/29/15 CALL 2.625% 06/29/2020-2020	74,333.25	75,220.19
100,000.000	05580ACZ5 BMW BANK BANK NORTH AMERICA DTD 09/30/15 MEDIUM-TERM CD 2.2% 09/30/2020	98,458.38	99,980.00
100,000.000	14042RAR2 CAPITAL ONE NA MEDIUM-TERM CD DTD 10/07/2015 2.2% 10/07/2020	98,451.24	99,615.00
100,000.000	24422ERE1 JOHN DEERE CAPITAL CORP SERIES MTN DTD 07/12/2011 3.9% 07/12/2021	101,738.00	106,192.36
100,000.000	29266NS32 ENERBANK USA DTD 10/16/2015 MEDIUM-TERM CD 1.75% 10/16/2020	97,517.57	100,000.00
70,000.000	3130A1CE6 FEDERAL HOME LOAN DTD 03/27/14 2% 12/27/2019	69,367.20	70,346.33
100,000.000	3130A6NA1 FEDERAL HOME LOAN DTD 10/29/15 CALL 1.4% 10/29/2019-2016	98,537.00	100,000.00
50,000.000	3130A8EN9 FEDERAL HOME LOAN BANK DTD 06/14/16 CALL 1.64% 06/14/2021-2016	48,383.00	50,000.00
100,000.000	3130A8NT6 FEDERAL HOME LOAN DTD 07/13/16 CALL 1.48% 07/13/2021-2017	96,255.00	100,000.00
150,000.000	3130ADZ88 FEDERAL HOME LOAN DTD 4/17/18 3% 4/17/23 CALL 3% 04/17/2023-2019	148,065.00	150,000.00
100,000.000	313380FB8 FEDERAL HOME LOAN BANK DTD 08/09/12 1.375% 09/13/2019	98,835.00	99,667.18

Account Statement

Account Number: **1035003119**

September 01, 2018 To September 30, 2018

Portfolio Statement (Continued)

Quantity	Description	Market Value	Cost Basis
Taxable			
100,000.000	3133EFZ91 FEDERAL FARM CREDIT BANK DTD 04/12/16 CALL 1.62% 04/12/2021-2017	96,934.00	99,909.00
200,000.000	3134G9J40 FREDDIE MAC DTD 07/26/16 CALL 1% 04/26/2019-2017	198,316.00	200,000.00
50,000.000	3134GAHK3 FREDDIE MAC DTD 09/30/16 CALL 1.6% 09/30/2021-2016	48,145.50	49,967.50
100,000.000	3134GAZR8 FREDDIE MAC DTD 12/30/2016 CALL 2.05% 12/30/2021-2017	96,701.00	100,000.00
100,000.000	3134GB7F3 FREDDIE MAC DTD 12/29/17 CALL 2.5% 12/29/2022-2018	97,356.00	100,000.00
100,000.000	3134GBZS4 FREDDIE MAC DTD 7/27/2017 CALL 2.15 4/27/2022 2.15% 04/27/2022-2017	96,420.00	100,000.00
150,000.000	3134GSYQ2 FREDDIE MAC DTD 9/27/2018 CALL 3% 09/27/2021-2019	149,760.00	149,902.50
50,000.000	3136G1C98 FANNIE MAE DTD 02/05/13 1.42% 02/05/2020	49,137.50	50,229.49
100,000.000	3136G3J30 FANNIE MAE DTD 07/28/16 CALL 1.6% 07/28/2021-2016	96,338.00	100,000.00
100,000.000	3136G3VG7 FANNIE MAE DTD 06/29/16 CALL 1.5% 09/29/2020-2016	97,503.00	100,000.00
100,000.000	3136G3XZ3 FANNIE MAE DTD 07/28/16 CALL 1.5% 07/28/2021-2016	95,914.00	100,000.00
100,000.000	3136G4EV1 FANNIE MAE DTD 10/28/16 CALL 1.625% 10/28/2021-2017	95,193.00	99,959.00
44,668.710	31398R7H2 FANNIE MAE SERIES 2010-M4 CLASS A3 DTD 07/01/10 3.819% 06/25/2020	45,040.04	47,795.53
200,000.000	69353REW4 PNC BANK NA DTD 04/29/16 CALL 2.15% 04/29/2021-2021	194,346.00	202,443.98
25,000.000	713448BN7 PEPSICO INC DTD 01/14/10 4.5% 01/15/2020	25,512.50	26,021.88
Total	Taxable	2,512,557.18	2,577,249.94

Portfolio Statement (Continued)

Quantity	Description	Market Value	Cost Basis
Fixed Income			
Total	Fixed Income	2,512,557.18	2,577,249.94
Miscellaneous			
Miscellaneous Sundry Assets			
Documents			
1.000	DOC199647 INVESTMENT MANAGEMENT AGREEMENT CITY OF CANYON LAKE A/C# 1035003119	0.00	0.00
Total Documents		0.00	0.00
Total	Miscellaneous Sundry Assets	0.00	0.00
Total	Miscellaneous	0.00	0.00
Grand Total Assets		2,616,602.73	2,681,295.49

Account Activity Summary

	Total Cash	Cost Basis Excluding Cash	Market Value Including Cash
Balances Beginning Of Period	453.29-	2,681,363.88	2,636,761.91
Prior Accruals			13,649.54-
Unrealized Depreciation This Period			6,077.90-
Current Accruals			13,631.96
Asset Activity	36,902.18-	36,017.15	36,902.18-
Cash Management	36,085.54	36,085.54-	36,085.54
Fees	849.32-	0.00	849.32-
Income	2,119.25	0.00	2,119.25
Realized Gain/loss			885.03-
Non Cash Asset Changes			
Balances End Of Period	0.00	2,681,295.49	2,630,234.69

Transaction Statement

Date	Quantity	Description	Transaction Type	Cash	Cost Basis
09/01/18		Beginning Balance		453.29-	2,681,363.88
Income					
Interest					
09/04/18		31607A703 FIDELITY GOVERNMENT PORTFOLIO 313380FB8	INTEREST RCVD	218.78	
09/13/18		FEDERAL HOME LOAN BANK DTD 08/09/12 1.375% 09/13/2019 02587DA99	INTEREST RCVD	687.50	
09/17/18		AMERICAN EXPR CENTURION MEDIUM-TERM CD DTD 09/16/15 1.6% 09/17/2018	INTEREST RCVD	810.96	

Account Statement

Account Number: **1035003119**

September 01, 2018 To September 30, 2018

Transaction Statement (Continued)

Date	Quantity	Description	Transaction Type	Cash	Cost Basis
09/17/18		29266NS32 ENERBANK USA DTD 10/16/2015 MEDIUM-TERM CD 1.75% 10/16/2020	INTEREST RCVD	148.63	
09/25/18		31398R7H2 FANNIE MAE SERIES 2010-M4 CLASS A3 DTD 07/01/10 3.819% 06/25/2020	INTEREST RCVD	183.53	
09/26/18		31398R7H2 FANNIE MAE SERIES 2010-M4 CLASS A3 DTD 07/01/10 3.819% 06/25/2020	INTEREST RCVD	69.85	
Total Interest				2,119.25	0.00
Total Income				2,119.25	0.00
Asset Activity					
Assets Purchased					
09/27/18	150,000.000	3134GSYQ2 FREDDIE MAC DTD 9/27/2018 CALL 3% 09/27/2021-2019	BUY	149,902.50-	149,902.50
Total Assets Purchased				149,902.50-	149,902.50
Assets Sold					
09/25/18	13,000.320-	31398R7H2 FANNIE MAE SERIES 2010-M4 CLASS A3 DTD 07/01/10 3.819% 06/25/2020	NOTE AND MTG PMT	13,000.32	13,910.35-
09/26/18		31398R7H2 FANNIE MAE SERIES 2010-M4 CLASS A3 DTD 07/01/10 3.819% 06/25/2020	NOTE AND MTG PMT		
Total Assets Sold				13,000.32	13,910.35-
Maturities					
09/17/18	100,000.000-	02587DA99 AMERICAN EXPR CENTURION MEDIUM-TERM CD DTD 09/16/15 1.6% 09/17/2018	MATURITY	100,000.00	99,975.00-
Total Maturities				100,000.00	99,975.00-
Total Asset Activity				36,902.18-	36,017.15
Fees					
09/27/18		MANAGEMENT FBES CITIZENS BUSINESS BANK FOR THE PERIOD ENDING 09/20/2018	DISBURSEMENT	849.32-	
Total Fees				849.32-	0.00
Cash Management					
09/30/18	36,085.540-	31607A703 NET CASH MANAGEMENT	NET CASH MGMT	36,085.54	36,085.54-
Total Cash Management				36,085.54	36,085.54-
09/30/18		Ending Balance		0.00	2,681,295.49

Disclosure

CitizensTrust may receive research and other benefits from Brokers/Dealers which may be considered compensation. Upon request, we will disclose details of any compensation received. We have added an additional benchmark to your performance insert. Call for details.



	July	August	September	October	November	December	January	February	March	April	May	June
Electric												
Caloria Energy Solutions	15.67	21.25	33.37									
Constellation New Energy, Inc.			17.37									
Just Energy Solutions, Inc.	106.00											
South California Edison	36,035.60	39,263.65	48,780.07									
Water												
EWAV	2,113.85	2,389.26	2,388.20									
EWAV	25,435.10	25,197.99	23,743.40									
Solid Waste												
CH&R	851.57	957.68	1,206.04									
Sewer												
Gas												
The Gas Company	135.06	149.93	159.56									
Telecom												
AT&T Corp. (Sprint)	31.87	24.06	22.95									
CenturyLink Communications Company, LLC	0.75	0.75	0.75									
Compliance Solutions, Inc. - GreatCall, Inc. dba Jitterbug	30.92	41.60	39.73									
Compliance Solutions, Inc. - Nextiva, Inc.	20.24	20.40	21.47									
Compliance Solutions, Inc. - fiba Oooh	0.35	0.35	0.39									
Compliance Solutions, Inc. - Utility Telecom Group, LLC												
Compliance Solutions, Inc. - Google North America	3.04		0.16									
Compliance Solutions, Inc. - Google North America dba Project FI			2.36									
Compliance Solutions, Inc. - Total Holdings, Inc.	0.14	0.13										
Consumer Cellular, Inc.	57.15	67.59	61.94									
Cricket Wireless LLC	56.26	57.35	58.78									
Flash Wireless, LLC c/o Avalara, Inc. (FKA Etax Services)												
Frontier California Inc. (Sprint)	1,836.18	1,764.91	1,749.85									
Frontier Communications of America	219.19	228.92	240.79									
Grants Telecommunications LLC												
Google North America Inc. dba Project FI by Google	0.34	3.51										
Google North America Inc. dba Project FI by Google - Wireline		0.19										
Google North America Inc. c/o Avalara, Inc.												
Internet												
InReach, Inc. c/o Avalara, Inc. (FKA Etax Services)	0.64	0.99	0.99									
Level 3 Communications LLC	0.35	0.35	49.14									
Los Angeles SWSA Limited Partnership	3,110.38	3,049.24	3,122.92									
MC2 Communications Services, Inc.												
MO Metro Access Transmission Services Curti	1.93	1.93	0.97									
Metro PCS California, LLC	50.68	43.93	15.26									
Mitel Cloud Services, Inc.	18.00	8.99	8.97									
New Circular Wireless PCS LLC	3,681.63	4,020.23	3,541.04									
Pacific Bell Telephone Company - A1&T	5.46	5.46	4.65									
PNG Telecommunications Inc. c/o Avalara, Inc. (FKA Etax Services)												
Reedy Wireless LLC												
Roamio, Inc.	12.24	8.11	8.11									
OnStar LLC	11.90	15.36	12.87									
Spectrofit, Inc.												
Spok, Inc.												
SprintCom, Inc.	20.99	17.74	16.08									
Sprint Communications												
Sprint Spectrum LP	879.82	802.96	760.07									
Sprint Telephony PCS, LP												
Sprint Telephony PCS, LP CA Prepaid												
Star2star Communications	9.51	9.51	9.51									
T-Mobile USA Inc.												
T-Mobile West LLC	830.35	829.40	411.40									
TWC Digital Phone LLC												
U.S. Telepartic Corp.	101.35	88.50	67.82									
United Telephone, Inc.												
Verizon Telecom Group LLC												
Verizon Long Distance LLC												
Verizon USA, LP	85.36	80.12	79.18									
Verizon American c/o Avalara, Inc.	57.77	59.68	56.36									
Verizon Business Solutions, Inc. c/o Avalara, Inc.	40.90	56.91	38.64									
Video Users												
AT&T (Sprint)												
Frontier California Inc. (Sprint)	2,664.72	2,706.49	2,639.86									
Verizon California, Inc.												
Time Warner Cable Info Services (CA) LLC	1,462.61	1,443.76	1,449.62									
Time Warner Cable Business LLC	33.78	37.73	29.74									
DirecTV LLC	44.83	180.98	190.36									
Total	\$ 78,155.20	\$ 103,548.09	\$ 91,035.38	\$	\$	\$	\$	\$	\$	\$	\$	\$

2018 Expense Reports

	January	February	March	April	May	June	July	August	September	October	November	December
Randall Bonner												
Internet	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00		\$ 20.00	\$ 20.00			
Cell Phone	\$ 53.62	\$ 53.62	\$ 53.67	\$ 53.57	\$ 54.07	\$ 53.57		\$ 58.82	\$ 60.00			
Travel									\$ 162.07			
Total	\$ 73.62	\$ 73.62	\$ 73.67	\$ 73.57	\$ 74.07	\$ 73.57	\$ -	\$ 78.82	\$ 242.07	\$ -	\$ -	\$ -
Jordan Ehrenkranz												
Internet			\$ 40.00	\$ 40.00				\$ 40.00	\$ 40.00	\$ 40.00		
Cell Phone												
Travel									\$ 80.33			
Total	\$ -	\$ -	\$ 40.00	\$ 40.00	\$ -	\$ -	\$ -	\$ 40.00	\$ 120.33	\$ 40.00	\$ -	\$ -
Larry Greene												
Internet												
Cell Phone												
Travel	\$ 696.75											
Total	\$ 696.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dawn Haggerty												
Internet	\$ 30.00		\$ 30.00		\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00		
Cell Phone												
Travel									\$ 134.33			
Total	\$ 30.00	\$ -	\$ 30.00	\$ -	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 164.33	\$ 30.00	\$ -	\$ -
Vicki Warren												
Internet												
Cell Phone												
Travel												
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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MINUTES

REGULAR MEETING OF THE CANYON LAKE CITY COUNCIL

Wednesday, October 3, 2018

Closed Session - 5:30 p.m.

Open Session - 6:30 p.m.

**City Council Chamber
31516 Railroad Canyon Road
Canyon Lake, CA 92587**

Closed Session – 5:30 p.m.

1. Call To Order

Mayor Warren called the meeting to order at 5:30 p.m.

2. Roll Call

Present: Council Members Bonner, Haggerty, Mayor Pro Tem Greene, and Mayor Warren.

Absent: Council Member Ehrenkranz

3. Public Comments

There were no public comments.

4. Closed Session

The City Council entered Closed Session at 5:31 p.m.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION -
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of
Section 54956.9 - 2 cases

The City Council returned from Closed Session at 6:35 p.m. with no reportable action.

Open Session – 6:30 p.m.

1. Call Open Session to Order

Mayor Warren called the meeting to order at 6:37 p.m.

2. Invocation

Invocation was led by Brittany Youngquist, Canyon Lake Community Church
Flag Salute

Flag Salute was led by Jack Wamsley

3. Roll Call

Present: Councilmembers Bonner, Ehrenkranz, Haggerty, Mayor Pro Tem
Greene, and Mayor Warren.

4. Approval of the City Council Agenda

Mayor Warren called for a motion to approve the minutes.

Moved by Councilmember Bonner, seconded by Mayor Pro Tem Greene.

John Zaitz, resident, questioned why the minutes were pulled from the Consent
Calendar.

Mayor Warren stated she had mistakenly called for a vote on the minutes instead
of the agenda.

John Zaitz, resident, asked that the minutes be pulled from the Consent Agenda
for discussion when the time came.

Motion amended by Mayor Warren to approve the City Council Agenda.

**Moved by Council Member Bonner, seconded by Mayor Pro Tem Greene to
approve the agenda.**

**Motion carried 5-0, with Council Members Bonner, Ehrenkranz, Haggerty,
Mayor Pro Tem Greene, and Mayor Warren voting aye.**

5. Special Presentation and Proclamations

5.2 Presentation – Riverside County Fire Department

Mayor Warren thanked Station 60 & Station 94 on behalf of Mayor Johnson
from the City of Lake Elsinore and on behalf of the City of Canon Lake.

Brenda from Congressman Ken Calvert's office presented the first
responders with a Certificate of Appreciation and thanked them for their
service.

Jeff from Senator Jeff Stone's office presented the first responders with a Certificate of Recognition and thanked them for their services.

Allison from Assemblywoman Melendez's office presented the first responders with a Certificate of Outstanding Service and thanked them for their services.

Jeff from Riverside County Supervisor Kevin Jeffries' office presented the first responders with a Certificate and thanked them for their services.

Mayor Warren presented the first responders with a certificate on behalf of the City of Canyon Lake and thanked them for their services.

Mayor Warren announced that Captain Jeff Roberts will be leaving Station 94. She presented him with a certificate and thanked him for his service to the City of Canyon Lake.

5.4 Presentation – Animal Friends of the Valleys

Mayor Warren thanked the staff of Animal Friends of the Valley on behalf of the City of Canyon Lake.

Neil from Animal Friends of the Valley spoke of the services provided by his staff during the fire.

Brenda from Congressman Ken Calvert's office presented Animal Friends of the Valley with a Certificate of Appreciation and thanked them for their service.

Jeff from Senator Jeff Stone's office presented Animal Friends of the Valley with a Certificate of Recognition and thanked them for their services.

Allison from Assemblywoman Melendez's office presented Animal Friends of the Valley with a Certificate of Outstanding Service and thanked them for their services.

Jeff from Riverside County Supervisor Kevin Jeffries' office presented Animal Friends of the Valley with a Certificate and thanked them for their services.

Mayor Warren presented Animal Friends of the Valley with a certificate on behalf of the City of Canyon Lake.

5.5 Presentation – Adam McNaughton

This item was addressed with Item 5.3

5.3 Presentation – Hell’s Kitchen Motorsports Bar & Grill

Mayor Warren thanked Hell’s Kitchen Motorsports Bar & Grill and Adam McNaughton for all their outstanding efforts during the Holy Jim fire.

Brenda from Congressman Ken Calvert’s office presented Hell’s Kitchen Motorsports Bar & Grill and Adam McNaughton with a Certificate of Appreciation and thanked them for their service.

Jeff from Senator Jeff Stone’s office presented Hell’s Kitchen Motorsports Bar & Grill and Adam McNaughton with a Certificate of Recognition and thanked them for their services.

Allison from Assemblywoman Melendez’s office presented Hell’s Kitchen Motorsports Bar & Grill and Adam McNaughton with a Certificate of Outstanding Service and thanked them for their services.

Jeff from Riverside County Supervisor Kevin Jeffries’ office presented Hell’s Kitchen Motorsports Bar & Grill and Adam McNaughton with a Certificate and thanked them for their services.

Mayor Warren presented Hell’s Kitchen Motorsports Bar & Grill and Adam McNaughton with a certificate on behalf of the City of Canyon Lake.

Mayor Warren called for a 2 minute recess.

The meeting was called to order again at approximately 7:20 p.m.

5.1 Chamber of Commerce Announcements

Chamber President Matt Svendsen thanked everyone who assisted in Oktoberfest. He also announced upcoming events hosted by the Chamber through the month of October.

5.6 Presentation – Code Enforcement Update

Special Enforcement Supervisor Gina Dickson gave a presentation on the progress of the City’s Code Enforcement division over the last fiscal year.

Councilmember Ehrenkranz had a question about unattended parked cars with “For Sale” signs.

Dickson discussed the City’s Ordinance relating to parked cars and the process for dealing with those that have “For Sale” signs on them.

Mayor Pro Tem Greene asked that Dickson explain “Non-Op Vehicles” to the audience and the City’s authority with the AVA.

Dickson explained the different type of service calls for non-op vehicles.

Dickson also answered a question from a member of the audience.

5.7 Presentation – Measure S Informational Update

City Manager Palmer gave a brief presentation on Measure S.

6. Public Comment

City Attorney Martyn provided clarification on the process for Public Comment on the Consent Agenda as there was confusion at the last City Council Meeting. According to City policy, there is no procedure allowing the public to pull an item from the agenda however, the comment will still be heard.

Nancy Horton, EVMWD District 1 representative, gave the final report on the purchase of water for the lake.

John Zaitz, resident, spoke regarding the consequences of Measure S.

7. Consent Calendar

7.1 Waiver of Reading in Full of all Ordinances by Title Only

7.2 Adoption of Resolution No. 2018-26, Approving Claims and Demands of the City

7.3 City Council Meeting Minutes

7.3.1 September 5, 2018 – Regular Meeting Minutes

7.3.2 September 17, 2018 – Special Meeting Minutes

7.4 Resolution No. 2018-27, Approving Participation in the Riverside County Mortgage Certificate (MCC) Program

7.5 City Hall Holiday Closure

Moved by Mayor Pro Tem Greene, seconded by Council Member Bonner to approve the Consent Calendar.

John Zaitz, resident, addressed City Attorney Martyn’s clarification regarding Public Comment on Consent Calendar items. He complained about not being able to discuss an item on the agenda.

Attorney Martyn addressed the incorrect statements made by Mr. Zaitz. She clarified that the Council does entertain public comment on all agenda items.

Mr. Zaitz complained that the Council does not follow policies or procedures.

Attorney Martyn refuted his claim and stated that his comment is a misstatement and is inaccurate.

Mr. Zaitz was allowed additional time to make comments on a Consent Calendar item.

Mr. Zaitz provided handouts for the Council and discussed Check # 24498. City Manager Palmer clarified that the description of the check in question, was typed incorrectly. The correct description should have been "Agreed upon Procedure."

Mr. Zaitz requested a copy of the audit.

Attorney Martyn stated that the audit has not been completed yet therefore, it is not a document. Once it has been completed, a Public Records Request can be submitted to request a copy.

Motion carried 5-0, with Council Members Bonner, Ehrenkranz, Haggerty, Mayor Pro Tem Greene, and Mayor Warren voting aye.

8. Pulled Consent Calendar Items

No items were pulled.

9. Schedule of Future Events

Mayor Warren announced the schedule of future events are located on the City website.

10. Business Items

10.1 Consideration of Approving Fiscal Year 2019 / 2020 Community Development Block Grant (CDBG) and Allocation for Public Service Agencies

Mike Borja, Administrative Services Manager, provided the staff report.

Councilmember Haggerty expressed her concern for the way the program was advertised to the residents. She suggested contacting the POA to request a list of homes that are in need of repairs. She stated that she doesn't want to see this program go.

Borja clarified that staff is not proposing to eliminate the program. The proposal is to continue the program and allocate the funds for Fiscal Year 19/20 to Public Service Agencies and revisit the program the following year.

City Manager Palmer clarified that there are two different amount in question. There is currently \$25,000 from past years which will remain available to use for the Home Repairs Program. Staff is requesting to take this year's allotment of \$18,000 and putting it out to the Public Service Agencies.

Council discussion ensued on what to do with this item.

Nancy Horton, resident, expressed some of the community's concerns.

Councilmember Haggerty expressed her concern again for the way the program is being marketed and for the way Habitat for Humanity is processing the paperwork.

Mayor Warren stated that the same concerns were brought up during her conference in Washington.

Councilmember Haggerty made a motion to form an Ad-Hoc Committee.

Borja stated that if this item is postponed, the City could lose its funding.

Discussion continued about the funding we currently have available to the City.

City Manager Palmer clarified that staff is requesting approval to do the noticing to take applications for Public Service Organizations.

Discussion ensued on what the City can do to assist residents who are having trouble with the process.

Mayor Pro Tem Greene had a question about both programs running concurrently.

Borja stated that if Council approves this item, the application will be available as of tomorrow for Public Service Agencies. They will have 30 days to submit the application which will be followed by the review process. The applicants will be invited to the December 5th City Council meeting where those who have been selected will be announced.

Council Member Haggerty made a motion to approve Fiscal Year 2019/2020 Community Development Block Grant Program, seconded by Council Member Bonner.

Motion carried 5-0, with Council Members Bonner, Ehrenkranz, Haggerty, Mayor Pro Tem Greene, and Mayor Warren voting aye.

11. City Manager Comments

City Manager Palmer reminded everyone that the Election is November 6th and the polling place for Canyon Lake will be located in the Council Chamber at City Hall.

12. Committee and Council Reports/Comments

12.1 Council Member Bonner

Council Member Bonner stated that he did not attend RCTC for the month of September. The roundtable between the City, POA, Water District, Law Enforcement, and Community Patrol which usually takes place the second Monday has been reschedule to the following month on the 15th. The Economic Development roundtable will take place on the 9th. He also encouraged people to vote.

12.2 Council Member Ehrenkranz

Council Member Ehrenkranz discussed attending:

- SCAG Meeting on September 6th
- League of California Cities Conference on September 11th -13th
- City Council Meeting on September 17th
- WCE Meeting on a weekly basis
- Vector Meeting on September 20th
- WRCOG Meeting twice a month
- Veterans Committee Meeting earlier that day
- Oktoberfest in the Town Center

There was discussion regarding how to make the information from Vector available to the residents.

12.3 Council Member Haggerty

She attended the Riverside Transit Authority (RTA) budget meeting and regular meeting. She also discussed the Rodeo event.

12.4 Mayor Pro Tem Greene

Mayor Pro Tem Greene reminded everyone to get their flu shots. He attended the League Conference in Long Beach. He also provided information on the RCA and provided a copy of their Annual Report. Lastly, he gave an update on the Emergency Preparedness Committee's CERT training which will be available to Canyon Lake residents.

12.5 Mayor Warren

Administrative Services Manager Mike Borja alerted the Council of a Power Outage which is currently affecting some portions of Canyon Lake.

Mayor Warren discussed the POA's Golf Tournament which will take place on October 6th. She discussed an upcoming meeting with Southern California Edison and Mayor Pro Tem Greene to discuss the WCE. She stated that the Alum treatment was completed and was successful. She also mentioned the Veteran's Day Celebration was underway. Along with Mayor Pro Tem Greene, she met with Congressman Calvert's Chief of Staff and members of the BLM. Finally, she gave a brief update on her trip to Washington and the continued benefits for the City of Canyon Lake.

13. Announcements

The next regular City Council meeting would be **Wednesday, November 7, 2018 at 6:30 p.m. for open session.**

14. Adjournment

Mayor Warren adjourned the meeting at 8:40 p.m.

Respectfully submitted,

Ana V. Sauseda,
Deputy City Clerk

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

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

DATE: November 7, 2018

SUBJECT: Discussion and Possible Direction Updating Chapter 10 of the Municipal Code Regarding Vaccination, Licensing, Spaying, Neutering, and Micro-Chipping of Dogs and Cats

Recommendation

Discussion and possible direction updating Chapter 10 of the Municipal Code regarding the vaccination, licensing, spaying, neutering, and micro-chipping of animals.

Background

On September 5, 2018, the City Council gave direction to staff to prepare a possible update to Chapter 10 of the Municipal Code. Staff, along with the City Attorney, have developed a possible update to Chapter 10 to include spaying, neutering, and micro-chipping of dogs and cats.

Animal Friends of the Valley is asking all its partner Cities to implement a Spay, Neuter, and Micro-chipping ordinance. A copy of the proposed update has been sent to AFV for their comments and recommendations.

Staff is looking for input and direction from the Council as to the proposed changes to Chapter 10.

Fiscal Impact

None.

Attachments

1. Proposed Changes to Chapter 10 of the Municipal Code

ATTACHMENT 1

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE
REPEALED AND READOPTING THE PROVISIONS OF TITLE 10, KEEPING AND
CONTROL OF DOGS AND CATS, CHAPTERS 10.01, 10..04, 10.08 AND 10.16

Section 1. The City Council of the City of Canyon Lake finds as follows:

- A. Spaying and neutering of all dogs and cats is necessary to protect public health and welfare; and**
- B. Micro-chipping of all dogs and cats is necessary to return lost animals to their owners.**
- C. The proposed changes make the City’s regulations consistent with those of other jurisdictions served by the Southwest Animal Shelter and benefit the City of Canyon Lake and the region.**

Section 2. Now, therefore, the City Council of the City of Canyon Lake does ordain as follows:

Chapter 10.01 is repealed in its entirety and readopted to read as follows:

CHAPTER 10.01: VACCINATION, LICENSING, SPAYING AND NEUTERING AND MICRO-CHIPPING OF DOGS AND CATS

Section

- 10.01.010 Definitions.
- 10.01.020 Appeals under this Title.
- 10.01.030 Fees
- 10.01.040 Unvaccinated dog a Code violation.
- 10.01.050 Unlicensed dog a Code violation.
- 10.01.060 Terms of licensure
- 10.01.070 Unaltered Dog License.
- 10.01.080 Spaying and Neutering Required
- 10.01.090 Micro-chipping Required
- 10.01.100 Mandatory spay and neuter of pit bulls
- 10.01.110 Penalties for Violation.

10.01.010 Definitions.

The following words and phrases shall, for the purposes of this Title, be defined as set out in this Section, unless it is apparent from the context that some other meaning is intended.

(a) “Altered” means a male animal that has been neutered or a female animal that has been spayed and also refers to as a sterile animal.

(b) “Animal Control Officer” means the Animal Control Officer designated by the City or his or her duly authorized representative; or, in the absence of such, the City Manager.

(c) “At large” means any dog which is off the premises of its owner, custodian or caretaker and which is not under physical restraint by a leash of a size and material appropriate to the size and temperament of the dog and which is held by a person capable of restraining such dog, or is not otherwise physically restrained by some other device or instrumentality, except that such device or instrumentality shall not include voice control, eye control or signal control of the dog by any person, device or instrumentality; and any cat or other animal which appears to be stray or homeless.

(d) “Cattery” means any building, structure, enclosure or premises whereupon, or within which, ten or more cats, four months of age or older, are kept or maintained.

(e) “Class I Kennel” means any building, structure, enclosure or premises whereupon, or within which, five to ten dogs, four months of age or older, are kept or maintained.

(f) “Class II Kennel” means any building, structure, enclosure or premises whereupon, or within which, 11 or more dogs, four months of age or older, are kept or maintained

(g) “City” means the City of Canyon Lake.

Days – all days are calendar days unless otherwise specified.

(h) “Department” means the City of Canyon Lake’s Animal Control services provider.

(i) “Enclosure” means a fence, pen or structure suitable to securely and humanely prevent the animal from escaping or entry of unauthorized persons. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. All sides must be embedded into the ground no less than two feet unless the bottom is adequately secured to the sides. The enclosure shall not be less than five feet by 20 feet and not less than six feet high and shall be kept in a clean and sanitary condition.

(j) “Guide Dog” means any dog trained or being reared, trained or used for the purpose of guiding a blind person.

(k) “Health Officer” means the Health Officer for the City or his/her duly authorized representative.

(l) “Hearing Officer” means a third party neutral designated by the City Manager.

(m) “Impounded” means having been received into the custody of any Animal Control Officer authorized by City to receive such animal.

(~~ln~~) “Leash” means a leash or other device of a size and material appropriate to the size and temperament of the dog within the length of the leash as allowed by state law, which presently allows a leash to be no longer than six feet, as that may be amended from time to time.

(~~mo~~) “Leash Law” means the provisions of state law regarding dog leashes, including exemptions for dog parks.

MICROCHIPPING?

(~~np~~) “Owner” means a person who possesses, harbors keeps or has a dog, cat or other animal in his or her custody, care, charge or control, or such persons or facility to which the owner temporarily has entrusted the control of the dog or cat.

(~~oq~~) “Person” means any individual, firm, partnership, joint venture, corporation, association, club or organization.

(~~pt~~) “Public Entity” means any state, or any political subdivision, municipal corporation or agency thereof.

(~~qs~~) “Sentry Dog” means any dog trained to work without supervision in a fenced facility and to deter or detain unauthorized persons found within the facility. The term “guard dog” shall also mean “sentry dog.”

(~~rt~~) “Service Dog” means any dog being reared, trained or used for the purpose of fulfilling the particular requirements of a physically disabled person, including, but not limited to, minimal protection work, rescue work, pulling a wheelchair or fetching dropped items.

(~~su~~) “Signal Dog” means any dog trained or being reared, trained or used for the purpose of alerting a deaf person or a person whose hearing is impaired to intruders or sounds.

(v) “Unaltered” means a dog or cat, four months of age or older, that has not been spayed or neutered or :aA condition, that exists ,in an animal which permits the producing of offspring.

(~~tw~~) “Unlicensed Dog/Unidentified Cat” means any dog or cat for which no valid license or identification is in force.

(~~vx~~) “Vaccination” means an inoculation against rabies of any dog or cat, four months of age or older, with any vaccine prescribed for the purpose by the California Department of Health Services.

(~~vy~~) “Veterinarian” means a professional licensed by the State to provide medical services to animals.

~~(32-12/92 § 10.01.010) (Ord. 166, passed 4-6-2016)~~

10.01.020 Appeals under this Title.

Whenever a valid appeal of an administrative decision is received within the applicable timeframes, as set out in this Title, the following appeal procedures shall apply:

~~_____~~
~~_____~~ (a) The appeal shall in writing and be filed with the Animal Control Officer or his/her designee within 15 days of the decision to be appeal. Failure to submit a timely written hearing request shall be deemed a waiver of the right to appeal the license denial or revocation.

~~_____~~ (b) ~~T~~~~Within five days of the receipt by~~ the City Clerk or Deputy City Clerk of such notice of appeal, the Clerk or Deputy shall set a hearing date for the appeal within 45 days of the date of the appeal and shall give written notice of the date, time and place of such hearing to the appellant at least ten (10) days before the hearing. -

~~_____~~ (b) Such notice shall be sent by registered or certified mail, first-class, postage prepaid, return receipt requested.

~~_____~~ (c) ~~The date of hearing shall be not less than 20 days and not more than 45 days from the date of mailing of the notice of hearing.~~

~~(c)~~ (d) The appeal shall be heard by a neutral hearing office designated by the City Manager paid by the City to hear the appeal without regard to the result. -The hearing officer may affirm, modify, or reverse the administrative decision. The appellant and City may present evidence and witnesses. In conducting the hearing, the hearing officer shall not be limited by the technical rules relating to evidence and witnesses, but evidence shall be of the type upon which responsible persons are accustomed to rely in the conduct of serious affairs.

(de) During the pendency of the appeal, there shall be in effect an automatic stay of the administrative decision unless otherwise provided or unless to do so creates a health, safety or welfare risk.

~~_____~~ (e)
~~_____~~ (f) The decision of the ~~h~~hearing ~~o~~fficer shall be final. Any person aggrieved by the order of the hearing officer may obtain judicial review of that order by filing a petition for review with the Superior Court of Riverside County in accordance with the timelines and provisions set forth in California Code of Civil Procedure Section 1094.6.

10.01.030 Fees.

The City Council by resolution shall set all fees under this Title

CHAPTER 10.04: MANDATORY DOG LICENSING AND VACCINATION

Section

- 10.04.010 — Unvaccinated dog a Code violation.
- 10.04.020 — Unlicensed dog a Code violation.
- 10.04.030 — Exemptions.
- 10.04.040 — Presentation of license.

10.014.0410 Unvaccinated dog or cat a Code violation.

(a) It shall be unlawful for any person to own, harbor or keep within the City for a period longer than 30 days, any dog or cat, four months of age or older, ~~within the incorporated area of the City, for a period longer than 30 days, whi~~that h dog has not been vaccinated against rabies. Every person in the ~~area of the~~ City who owns, harbors or keeps any dog over four months of age for a period longer than 30 days shall have such dog vaccinated against rabies as provided herein, by a veterinarian of his/her choice and such vaccination shall be renewed in accordance with the applicable laws and regulations of the State of California, unless the animal otherwise is exempt pursuant to subsection (c) below.

(b) Each veterinarian after vaccinating any dog shall sign a certificate of vaccination in duplicate in the form required by the Animal Control Officer. The veterinarian shall keep one copy and shall give one copy to the owner of the vaccinated dog and the owner shall retain such copy in his/her possession.

(c) Exemption: In the event a dog or cat has a short-term illness, is pregnant, or suffers from a long-term debilitating illness which in the opinion of a veterinarian contraindicates vaccination for rabies, such dog or cat shall not be required to undergo vaccination during the period of such illness or pregnancy where a request for vaccination deferral has been approved by the Animal Control Officer. Such request shall specify the duration of the requested deferral, the reason for the requested deferral, and shall be signed by a veterinarian.

(d) The Animal Control Officer shall issue a license for such dog upon approval of the request for vaccination deferral and payment for the applicable license fee. The owner or person having custody of such dog shall confine and shall keep such dog confined for the duration of the deferral. The owner or person having custody of such dog shall present to the Animal Control Officer a certificate of vaccination in accordance with the provisions of this Section.

10.014.0520 Unlicensed dog a Code violation.

(a) — (a) Except as provided in Section 10.04.030, I it shall be unlawful for any resident to own, harbor or keep any dog, four months of age or older, within ~~the incorporated~~

~~area of the City, for a period longer than 30 days, unless a currently valid license tag has been issued by the Animal Control Officer; notwithstanding, any dog brought into Canyon Lake shall be licensed from Canyon Lake or another licensing jurisdiction.~~

~~(b) (a) Upon request of the Animal Control Officer, any owner of a dog for which a license is required under the provisions of this Chapter shall present to the Animal Control Officer a currently valid certificate of rabies vaccination or license tag.~~

~~(c) It shall be unlawful for any person to make use of a stolen, counterfeit or unauthorized license, tag, certificate or any other document or thing for the purpose of evading the provisions of this Chapter.~~

~~————(b) The term of the license shall be 1, 2 or 3 years from the date of issuance, depending upon the fee paid.~~

~~————(c) The Animal Control Officer shall issue a license only upon presentation of a certificate of vaccination indicating that the date of expiration of the vaccination is not earlier than the date of expiration of the license being issued or renewed, and upon payment of the applicable license fee determined by the City; provided, however, that where the vaccinated dog is between the ages of four months and 12 months, the period of vaccination immunity required for licensing shall be as specified in Title 17, California code of Regulations, Section 2606.4.~~

~~————(d) Dogs must wear license identification times when off the premises of the owners.~~

~~(32-12/92 § 10.02.020)~~

10.014.0630 Terms of licensureExemptions.

~~(a) Notwithstanding the other provisions of this Chapter, in the event a dog has a short-term illness, is pregnant, or suffers from a long-term debilitating illness which in the opinion of a veterinarian contraindicates vaccination for rabies, such dog shall not be required to undergo vaccination during the period of such illness or pregnancy where a request for vaccination deferral has been approved by the Animal Control Officer. Such request shall specify the duration of the requested deferral, the reason for the requested deferral, and shall be signed by a veterinarian. The Animal Control Officer shall issue a license for such dog upon approval of the request for vaccination deferral and payment for the applicable license fee. The owner or person having custody of such dog shall confine and shall keep such dog confined for the duration of the deferral. The owner or person having custody of such dog shall present to the Animal Control Officer a certificate of vaccination in accordance with the provisions of this Section.~~

~~————Each license specified in this Section shall be valid for the term of the license period and shall be renewed within 30 days after such period terminates, except that where the current vaccination for the dog which is the subject of the license shall expire prior to the expiration date of the license being applied for, the Animal Control Officer may upon request of the owner or custodian of such dog, backdate such license so that its expiration date occurs concurrent with or prior to the expiration date of the vaccination; provided, however, that where such backdating is~~

performed, there shall be no reduction or discount of the license fee applicable to the license applied for, and such license shall be renewed within 30 days after the date of its expiration.

(b) Whenever a dog validly licensed under this Chapter shall have died more than three months before the expiration date of the license, the owner of such dog may return the license tag to the Animal Control Officer, accompanied by a statement signed by a veterinarian or a declaration signed under penalty of perjury by the owner, indicating that such dog is dead and specifying the date of death. In such event, the license shall be cancelled and a pro rata credit of the license fee by full calendar quarters of the original license period remaining after the death of the dog may be applied tags at all during said remaining period to the license fee for another dog acquired by the same owner.

(c) Upon transfer of ownership of any dog validly licensed under this Chapter, the new owner shall notify the Animal Control Officer of such transfer within 30 days of such transfer, on a form prescribed by the Animal Control Officer, accompanied by a transfer fee as set by the City Council.

(d) If a valid license tag is lost or destroyed, a duplicate thereof may be procured from the Animal Control Officer upon submission to the Animal Control Officer of a statement signed by the owner of the dog containing the date and circumstances of such loss or destruction and the payment of a fee.

(e) The term of the license shall be 1, 2 or 3 years from the date of issuance, depending upon the fee paid.

(f) The Animal Control Officer shall issue a license only upon presentation of a certificate of vaccination indicating that the date of expiration of the vaccination is not earlier than the date of expiration of the license being issued or renewed, upon payment of the applicable license fee determined by the City, and upon proof of compliance with all other requirement of this Chapter for spaying, neutering and micro-chipping, unless otherwise exempt..

(g) Where the vaccinated dog is between the ages of four months and 12 months, the period of vaccination immunity required for licensing shall be as specified in Title 17, California code of Regulations, Section 2606.4.

(h) Dogs must wear license identification times when off the premises of the owners.

10.014.0740 Presentation of license.

~~—(a) Upon request of the Animal Control Officer, any owner of a dog for which a license is required under the provisions of this Chapter shall present to the Animal Control Officer a currently valid certificate of rabies vaccination or license tag.~~

~~_____ (b) It shall be unlawful for any person to make use of a stolen, counterfeit or unauthorized license, tag, certificate or any other document or thing for the purpose of evading the provisions of this Chapter. Unaltered dog license~~

(a) An unaltered dog still must be licensed. A “unaltered license” license may be issued in the same manner as set forth in Section 10.04.020 and 10.04.030 above and subject to the same requirements. An unaltered dog or cat must also be micro-chipped.

(b) Denial or revocation of unaltered dog license and reapplication.

(1) The Animal Control Officer or his/her designee may deny or revoke an unaltered dog license for one or more of the following reasons:

(i) The owner, custodian, applicant or licensee is not in compliance with all of the requirements of this section;

(ii) The City has received at least three verified complaints, that the owner, custodian, applicant, or licensee has allowed a dog to be stray or run at large or has otherwise been found to be neglectful of his or her or other animals;

(iii) The owner, custodian, applicant, or licensee has been previously cited for violating a State law, city code or other municipal provision relating to the care and control of animals;

(iv) The unaltered dog has been adjudicated by a court or an agency of appropriate jurisdiction to be potentially dangerous, dangerous or vicious, or to be nuisance within the meaning of the Canyon Lake Municipal Code or under state law;

(v) Any unaltered dog license held by the applicant has been revoked;

(vi) The license application is discovered to contain a material misrepresentation or omission of fact.

(2) Re-application for unaltered dog license:

(i) When an unaltered dog license is denied, the applicant may re-apply for a license upon changed circumstances and a showing that the requirements of this chapter have been met.. The applicant shall pay the full fee upon re-application.

(ii) When an unaltered dog license is revoked, the owner or custodian of the dog may apply for a new license after a 30 day waiting period upon showing that the requirements of this Chapter have been met. No part of

an unaltered dog license fee is refundable when a license is revoked and the applicant shall pay the full fee upon re-application.

(c) Appeal of denial or revocation of unaltered dog license.

(1) Request for hearing.

(i) Notice of intent to deny or revoke. The City shall mail to the owner, custodian, licensee, or applicant a written notice of its intent to deny or revoke the license for an unaltered dog which includes the reason(s) for the denial or revocation. The owner, custodian, licensee or applicant may request a hearing to appeal the denial or revocation pursuant to the provisions of 10. 01.020.

(2) Change in location of dog. If the dog is moved after the City has issued a letter of intent to deny or revoke, but has not yet denied or revoked the license, the owner, custodian, licensee, or applicant must provide the department with information as to the dog's whereabouts, including the current owner or custodian's name, address, and telephone number.

(d) Transfer, sale, and breeding of unaltered dog or cat.

(1) Offer for sale or transfer of unaltered dog. An owner or custodian who offers any unaltered dog over the age of four months of age for sale, trade, or adoption must include a valid unaltered dog license number with the offer of sale, trade or adoption, or otherwise state and establish compliance with this section. An owner or custodian of an unaltered dog must notify the department of the name and address of the transferee within ten days after the transfer. The unaltered license and microchip numbers must appear on a document transferring the animal to the new owner.

(2) Offer for sale or transfer of unaltered cat. An owner or custodian of an unaltered cat must notify the department of the name and address of the transferee within ten days after the transfer. The microchip numbers must appear on a document transferring the animal to the new owner.

Section 10.01.080 - Spaying and neutering of dogs and cats generally required.

(a) Requirement. No person may own, keep, or harbor an unaltered dog or cat over the age of seven months in violation of this section. An owner or custodian of an unaltered dog must have the dog spayed or neutered, or provide a certificate of sterility, or obtain an unaltered dog license in accordance with this Chapter. An

owner or custodian of an unaltered cat must have the animal spayed or neutered, or provide a certificate of sterility.

(b) Exemptions. This section shall not apply to any of the following:

(i) A dog or cat with a high likelihood of suffering serious bodily harm or death if spayed or neutered, due to age or infirmity. The owner or custodian must obtain written confirmation of this fact from a California Licensed Veterinarian. If the dog or cat is able to be safely spayed or neutered at a later date, that date must be stated in the written confirmation; for dogs, should this date be later than 30 days, the owner or custodian must apply for an unaltered dog license.

(iii) Animals owned by recognized dog or cat breeders, as determined by the City.

(iv) Female dogs over the age of ten years and male dogs over the age of 12 years each of which has an unaltered license.

Section 10.01.090 Micro-chipping of dogs and cats required.

(a) In addition to all other requirements of this Title, 10 dogs and cats over the age of four months must be implanted with an identifying microchip. The owner or custodian is required to provide the microchip number to the City at the time of obtaining a license for a dog, and shall notify the City of any change of ownership of the dog or cat, or any change of address or telephone number.

(b) Exemptions. The mandatory micro-chipping requirements shall not apply to any of the following:

(1) A dog or cat with a high likelihood of suffering serious bodily injury, if implanted with the microchip identification, due to the health conditions of the animal. The owner or custodian must obtain written confirmation of that fact from a California Licensed Veterinarian. If the dog or cat is able to be safely implanted with an identifying microchip at a later date, that date must be stated in the written confirmation.

(2) A dog or cat that is kenneled or trained in the City of Canyon Lake, but is owned by an individual that does not reside in the City of Canyon Lake. The owner or custodian must keep and maintain the animal in accordance with the applicable laws and ordinances of the jurisdiction in which the owner or custodian of the animal permanently resides, including but not limited to the applicable licensing and rabies vaccination requirements of that jurisdiction.

(3) A dog or cat over the age of ten years.

(c) Transfer, sale of dogs and cats.

(1) An owner or custodian who offers any dog, over the age of four months, for sale, trade, or adoption must provide the microchip identification number and the valid dog license number with the offer of sale, trade or adoption. The license and microchip numbers must appear on a document transferring the dog to the new owner. The owner or custodian shall also advise the Department of the name and address of the new owner or custodian in accordance with subdivision (a) of this section. An owner or custodian who offers any dog, over the age of four months, for sale, trade, or adoption and fails to provide the Department with the name and address of the new owner, is in violation of this chapter and shall be subject to the penalties set forth herein.

(2) An owner or custodian who offers any cat, over the age of four months, for sale, trade, or adoption must provide the microchip identification number with the offer of sale, trade or adoption. The microchip numbers must appear on a document transferring the cat to the new owner. The owner or custodian shall also advise the Department of the name and address of the new owner or custodian in accordance with subdivision (a) of this section. An owner or custodian who offers any cat, over the age of four months, for sale, trade, or adoption and fails to provide the Department with the name and address of the new owner, is in violation of this chapter and shall be subject to the penalties set forth herein.

(3) When a puppy or kitten under the age of four months implanted with microchip identification is sold or otherwise transferred to another person, the owner or custodian shall advise the Department of the name and address of the new owner or custodian, and the microchip number of the puppy or kitten within ten days after the transfer. If it is discovered that an owner or custodian has failed to provide the Department with the name and address of the new owner and the microchip number of the puppy or kitten, the owner or custodian shall be subject to the administrative remedies set forth in Section 1.01.230.

Section 10.01.100 Mandatory spay and neuter of pit bull breeds.

(a) Findings.

(1) The City of Canyon Lake hereby adopts the findings made by the County of Riverside (“County”) in support of Riverside County Ordinance No. 921 as follows:

(i) In recent years, pit bulls comprise a disproportionately high number of unwanted dogs in the County, accounting for 20 percent of shelter dogs and 30 percent of dogs euthanized in the County.

(ii) While the majority of pit bull owners are responsible and take appropriate measures to ensure that their dogs do not have unwanted offspring, there is a need to mitigate the large number of unwanted pit bulls in the County.

(iii) Restricting the maintenance of and breeding of intact pit pulls and requiring the spaying and neutering of pit bulls will not prevent responsible pet owners and pet breeders from owning, breeding, or showing pit bull breeds.

(b) Purpose. To protect the public's health and welfare from irresponsible owners of pit bulls by mitigating the over population of unwanted pit bulls.

(c) Authority. This section is adopted pursuant to Health and Safety Code Section 122331, which authorizes cities to enact mandatory breed specific spay/neutering programs.

(d) Requirement: (Mandatory spay neutering of pit bull breed dogs. No person shall own or possess a pit bull over the age of four months that has not been spayed or neutered, except as provided for in subsection (e) of this ordinance.

(d) Exemptions. The following pit bulls are exempt from the regulations described in this section:

(1) Currently licensed pit bulls whose owners are registered breeders with the Department.

(2) A pit bull that has been appropriately trained and is actually being used by a public law enforcement agency for law enforcement purposes.

(3) A pit bull which has been certified by a licensed veterinarian as having a health reason for not being spayed/neutered.

(4) A pit bull which is in training at a licensed kennel and is currently licensed by the owner in another jurisdiction. The owner of the pit bull has the burden of showing that said pit bull is licensed in another jurisdiction.

(5) A dog that is pending a breed determination when the dog owner or custodian requests such a determination in accordance with paragraph F below.

(6) A female pit bull that is over the age of ten years or a male pit bull that is over the age of 12 years.

(e) Definitions. As used in this section, the following terms shall have the following meanings:

(1) Pit bull. Any Staffordshire Bull Terrier, American Pit Bull Terrier, or American Stafford Terrier breed of dog, or any mixed breed of dog which contains, as an element of its breeding, any of these breeds so as to be identifiable as partially of one or more of these breeds.

(f) Determination of breed.

(1) Upon written request of any dog owner or custodian, the Animal Control Officer may schedule a breed determination appointment to determine whether a dog is a pit bull and may require the owner to provide a statement of breed from a veterinarian.

(2) The City shall mail the requesting dog owner or custodian written notice of the date, time and place for the appointment not less than ten days before the appointment date. The appointment date shall be no more than 30 days after the City's receipt of the request for a breed determination.

(3) The City shall mail written results of breed determination to the requesting owner or custodian within ten days after the appointment.

(4) The above mentioned breed determination results are *prima facie* evidence of the facts stated therein. The owner or custodian may appeal the determination as provided in Section 10.01.020. On appeal, the dog owner or custodian appealing a breed determination has the burden to show that the dog is not a pit bull.

(5) If the dog owner or custodian is administratively cited for violation of this section after the Department has determined that the dog is a pit bull, the citation may be appealed as provided in that administrative citation.

Section 10.01.110 Penalties for violation of this Chapter

a. Penalties for failure to license

b. Penalties for failure to vaccinate

c. Penalties for failure to spay or neuter

Penalties issued for failure to spay or neuter a dog or cat shall be enforced as set forth below:

(a) An administrative citation, infraction, or other such authorized penalty may be issued to an owner or custodian of an unaltered dog or cat for a violation of this section only when the owner or custodian is concurrently cited for another violation under State or local law pertaining to the obligations of a person owning or possessing a dog or cat. Examples of such State law or local ordinance violations include, but are not limited to,

failure to possess a current canine rabies vaccination of the subject dog; dog or cat at large; failure to license a dog; leash law violations; kennel or cattery permit violations; tethering violations; unhealthy or unsanitary conditions; failure to provide adequate care for the subject dog or cat in violation of the Penal Code; rabies quarantine violations for the subject dog; operating a business without a license and/or lack of State Tax ID Number; fighting dog activity in violation of Penal Code Section 597.5; animals left unattended in motor vehicles; potentially dangerous, dangerous or vicious animals; and noisy animals.

(b) Should the owner or custodian of an unaltered dog or cat be found in violation of a State or local law, as stated above, in subsection (a), the owner or custodian shall be required to spay or neuter the unaltered animal in accordance with this section or may purchase an unaltered license but shall also be required to pay the spay or neuter violation.

(d) When an impounded dog or cat is without microchip identification, in addition to satisfying applicable requirements for the release of the animal, including but not limited to payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the following:

(1) Have the dog or cat implanted with a Department microchip by a Department registered veterinarian technician or veterinarian or designated personnel at the expense of the owner or custodian;

(2) Have the dog or cat implanted with a department approved microchip by a California licensed veterinarian. The owner or custodian may arrange for another California licensed veterinarian to perform the implant, and shall pay to the department the cost to deliver the dog or cat to the chosen veterinarian. The veterinarian shall complete and return to the Department within ten days, a statement confirming that the microchip has been implanted, provide the Department with the number and shall release the dog or cat to the owner or custodian only after the procedure is complete; or

(3) At the discretion of the Animal Control Officer, the dog or cat may be released to the owner or custodian if he or she signs a statement under penalty of perjury, representing that the dog or cat will be implanted with a microchip and that he or she will submit a statement within ten days of the release, signed by a California licensed veterinarian, confirming that the dog or cat has been so implanted and provide the microchip number to the Department or allow the Department to scan the dog or cat for the microchip to verify.

(e) Fees for microchip identification device. The fee for an identifying microchip device shall be included in the cost of adoption when adopting a dog or cat from an animal shelter operated by the Department. If an animal has already been implanted with an identifying microchip device by some other facility, there will be no fee to have the

identification microchip number entered into the Department's registry as required by subdivision (a) of this section.

(e) Application of fees and fines collected. All costs and fines collected under this part and the fees collected under this section shall be paid to the City of Canyon for the purpose of defraying the cost of the implementation and enforcement of this program

Penalties for failure to micro-chip. (~~32-12/92 § 10.02.040~~)

Sec. 3 - CHAPTER 10.04, "Mandatory dog licensing and vaccination" is repealed in its entirety.

Section 4 - CHAPTER 10.08: "VOLUNTARY CAT IDENTIFICATION PROGRAM" is repealed in its entirety.

Section

~~10.08.010 — Voluntary program.~~

~~10.08.020 — Permanent ear tag.~~

~~10.08.030 — Temporary identification tags.~~

~~10.08.040 — Untagged cats at large.~~

~~10.08.050 — Permanent tags.~~

~~10.08.010 — Voluntary program.~~

~~— Cat owners may participate in a voluntary City cat identification program administered by the Animal Control Officer. The Animal Control Officer shall provide applications for such identification. The identification shall be permanent or temporary. A tag will be provided to the cat owner upon receipt of a completed application and any accompanying current documentation and payment of the appropriate fee. The tag is not transferrable to another cat as it is specific to the cat described in the application and is good only for the life of that cat. A replacement tag will be provided upon payment of the applicable fee.~~

~~(32-12/92 § 10.03.010)~~

~~10.08.020 — Permanent ear tag.~~

~~— Permanent identification tags will be provided and attached to the cat's ear by the Animal Control Officer at a nominal cost (upon proof by a veterinarian of rabies vaccination) and of spaying or neutering and such tags will reflect those actions. An identified cat which has tags showing it has been vaccinated and spayed or neutered shall not be impounded but shall be released or returned to the owner as set out in Chapter 10.16.~~

~~(32-12/92 § 10.03.020)~~

~~10.08.030 — Temporary identification tags.~~

~~— Temporary tags will be provided to the cat owner upon application to the Animal Control Officer and payment of the appropriate fee. The cat need not be vaccinated, spayed or neutered to receive a temporary tag. A temporarily tagged cat whose tags do not reflect spaying or neutering and vaccination shall be returned to its owner only after payment of the appropriate fee or spaying or neutering and vaccination as set out herein.~~

~~(32-12/92 § 10.03.030)~~

~~10.08.040 — Untagged cats at large.~~

~~———— An untagged cat at large may be impounded as set out in Chapter 10.16.
(32-12/92 § 10.03.040)~~

10.08.050 — Permanent tags.

~~———— A permanent identification tag may be obtained when the cat is spayed or neutered and vaccinated.
(32-12/92 § 10.03.050)~~

DO YOU NEED CHANGES TO ANY OF THE OTHER CHAPTERS?

CHAPTER 10.12: MANDATORY LICENSING OF KENNELS AND CATTERIES

Section

- 10.12.010 Requirement for kennel or cattery license.
- 10.12.020 Inspection after issuance of license.
- 10.12.030 Denial, suspension and revocation of kennel or cattery license.
- 10.12.040 Public nuisance.

10.12.010 Requirement for kennel or cattery license.

(a) No person shall operate or maintain a kennel or a cattery without first obtaining an appropriate license therefor from the Animal Control Officer.

(b) Such license shall be valid for a period of either one or two years from the date of issuance, except that the Animal Control Officer may, in his or her discretion, limit the duration of the license to one year when he or she deems such limitation to be appropriate. Said license shall be renewed within 30 days after the date of expiration. Where a kennel license has been issued and is in effect, the dogs contained in such kennel shall be exempt from the requirements of individual license tags. The kennel license fees, and late fees if an application for a license is made more than 30 days after the date such license is required, shall be set by resolution of the City Council.

(c) Application for a kennel or cattery license shall be filed with the Animal Control Officer on a form prescribed by him/her not later than ten days after obtaining written verification from the City Planning Officer that the operation of the kennel or cattery is in compliance with the applicable provisions of City Codes and Ordinances adopted by reference by the City. Said application form, when completed shall contain such information as may reasonably be required by the Animal Control Officer for the purposes of enforcement of this Chapter, including, but not limited to, the current home telephone number of the caretaker of the subject kennel or cattery and another current telephone number for emergency use or messages when such caretaker is absent from the subject kennel or cattery and consent to enter the property for inspection or enforcement. Where a kennel or cattery is sought to be operated upon leased or rented premises, a letter of consent from the owner of the premises to the effect that the kennel or cattery may be maintained and operated on such premises shall be submitted to the Animal Control Officer at the time the application for the kennel or cattery license is submitted.

(d) After receipt of a kennel or cattery license application, the Animal Control Officer shall make an inspection of the premises of the kennel or cattery for which a license is requested. No kennel or cattery license shall be issued nor shall any such license be renewed, unless and until the kennel or cattery, in the opinion of the Animal Control Officer, satisfies the applicable laws and regulations of the State of California and the applicable ordinances of the City. Notwithstanding any other provision of this Chapter, the Animal Control Officer or the City Planning Director may, in their respective discretion, limit the numbers of dogs or cats over the age of four months which are kept or maintained in any kennel or cattery, and such limitation

may be imposed at such time as an application for an initial kennel or cattery license is considered or at such time as an application for renewal of a kennel or cattery license is considered.

(32-12/92 § 10.04.010) (Ord. 166, passed 4-6-2016)

10.12.020 Inspection after issuance of license.

(a) Notwithstanding any other provision of this Chapter, the Animal Control Officer is hereby authorized to enter upon and inspect the premises of any kennel or cattery located in the City for the purpose of determining whether such kennel or cattery is in compliance with the provisions of this Chapter.

As a condition of the issuance of a kennel or cattery license, each owner and operator of a kennel or cattery shall agree to allow such entry and inspection and such agreement shall be made a part of the license application. Such inspections shall be made during reasonable hours at times when the owner or operator of the kennel or cattery is present on the kennel or cattery premises, and with such frequency as the Animal Control Officer shall deem appropriate, and such inspections may, at the discretion of the Animal Control Officer, be made without prior notice to the owner or operator of the subject kennel or cattery. Willful refusal on the part of a kennel or cattery owner or operator to allow such inspection shall be grounds for summary denial of an application for a kennel or cattery license or for summary suspension or revocation of a kennel or cattery license.

(b) A nonprofit corporation formed pursuant to the provisions of the California Corporations Code commencing with Section 10400, for the prevention of cruelty to animals, shall not be required to pay a fee for the licenses required by Chapter 10.04, provided, however, that all other provisions of this Title shall be applicable to any such nonprofit corporation.
(32-12/92 § 10.04.020)

10.12.030 Denial, suspension and revocation of kennel or cattery license.

The Animal Control Officer may, in his or her discretion, deny any application for a kennel or cattery license whether such application is for an original license or renewal of a license, and may suspend or revoke any kennel or cattery license if he/she finds that a kennel or cattery fails to meet any or all of the standards for kennels and catteries in this Chapter or is in violation of any law of the State or any provision of this Code.

(a) Notice. When such denial, suspension or revocation occurs, the Animal Control Officer shall prepare a written notice of such denial, suspension or revocation which shall contain a brief statement of the reason or reasons for such denial, suspension or revocation. The Animal Control Officer shall serve such notice upon the applicant or licensee by ~~hand delivery~~ hand delivery or by registered or certified mail, postage prepaid, return receipt requested. Denial, suspension or revocation shall be effective 30 days after service of such notice. Where an application for a kennel or cattery license is denied or where a kennel or cattery license issue pursuant to this Chapter is revoked, no application for a new license for such kennel

or cattery shall be considered for a period of one year from the effective date of such denial or revocation; provided, however, that the good cause shown the City Council may direct that there be a lesser period of time before such application will be considered.

(b) Appeal. Within 15 days after notice of such denial, suspension or revocation, any person whose application has been denied or whose license has been suspended or revoked, may appeal such denial, suspension or revocation by filing with the City Clerk or his or her deputy a written notice of appeal briefly setting forth the reasons why the appellant alleges such action is improper. The appeal shall be conducted under the provisions of Section 10.01.020; provided, however, that during any pending appeal the Animal Control Officer may take such action as he or she deems appropriate under this Code or any other provision of law respecting the subject kennel or cattery, including, but not limited to, the abatement of public nuisances, inspection of the kennel or cattery premises, or the prosecution of any violation of this Chapter or any other provision of law not related to the failure of the subject kennel or cattery to be currently and otherwise validly licensed.

(32-12/92 § 10.04.030)

10.12.040 Public nuisance.

Even where a valid kennel or cattery permit is in effect, such permit does not prevent enforcement of public nuisance laws where applicable.

(32-12/92 § 10.04.040)

Sec. 5 - CHAPTER 10.16: DOGS, CATS AND OTHER ANIMALS AT LARGE; IMPOUNDMENT, Sections 10.16.020, 10.16.030 and 10.16.040 ,are- amended to read as follows:

Section

10.16.010 Restraint.

10.16.020 Trapping.

10.16.030 Impoundment.

10.16.040 Impoundment of Unaltered dog or cat

10.16.050 Spay and neuter deposits~~Spay/Neuter deposits for dogs and cats.~~

10.16.010 Restraint.

(a) It shall be unlawful and a violation of this Code for an owner or the person in charge of such dog, cat or other animal to allow that dog, cat or other animal, licensed or unlicensed, to be at large as defined herein.

(b) Except as otherwise allowed by the Leash Law or other state laws, all dogs shall be kept under restraint when off the owner's premises by a Leash or other device of a size and material appropriate to the dog, held by a person capable of restraining such dog with that leash; restraint does not include voice, eye or signal control.

(c) No owner shall fail to prevent his animal from becoming a public nuisance.

(d) Every female dog or cat in heat shall be confined in a building or other enclosure in such a manner that she cannot come into contact with a male member of the same species except for planned breeding.

10.16.020 Trapping.

In the interest of public health and safety, it shall be lawful for any person to take up, in a humane manner, any dog, cat or other animal at large and promptly to deliver such dog, cat or other animal to the Animal Control Officer.

(a) For purposes of catching cats at large, City residents may rent cat traps from the Animal Control Officer.

(b) When a resident traps a cat with a permanent ear tag, that cat shall be released immediately. Alternatively, the resident may notify the Animal Control Officer to request impoundment if he or she believes the cat has been trapped before on at least three occasions within the past 12 months.

10.16.030 Impoundment.

(a) The Animal Control Officer may receive, take up and impound any dog, cat or other animal at large in violation of this ~~Title Chapter~~ or any other law; any dog, cat or other animal which is molesting any person or other animal; any sick, injured or stray dog, cat or other animal.

(b) Where the Animal Control Officer impounds or is requested to impound a cat with a permanent ear identification tag, the Animal Control Officer shall immediately release the cat unless such cat has been impounded more than three times within the past 12 months, unless the provisions of Subsection (h) apply.

(c) If such cat has been trapped or impounded more than three times within the past 12 months, the Animal Control Officer may impound the cat and immediately notify the owner by telephone and mail as set out in Subsection (f) below. The cat shall be held for ten days, notwithstanding any provisions of this Chapter to the contrary.

(d) When a temporarily tagged cat is impounded, the owner shall be notified of such impoundment immediately by telephone and mail as set out below. The cat shall be held for five days, notwithstanding any provisions of this Chapter to the contrary. The cat will be released to the owner only upon payment of any applicable spay/neuter deposit, impound and any other required fees.

(e) Any dog ~~or cat~~ ~~f~~, four months of age or older, which has been impounded shall not be released from impoundment unless it is licensed, vaccinated, spayed or neutered, and micro-chipped in accordance with the provisions of this ~~Title Chapter~~.

(f) Any officer impounding a licensed dog or micro-chipped ~~tagged~~ cat shall give written notice by first class mail, postage prepaid, to the last known address of the owner, of the impounding of such dog or cat and shall give the owner telephone notice where possible. If such dog or cat is not redeemed ~~within ten (10) days~~ from the date of the mailing of such notice (or such other time ~~as specified in 10.16.030(d) above~~), the officer having custody of the dog or cat shall either place it for adoption or destroy it as set out herein.

(g) Upon impounding an unlicensed dog or unidentified cat, the officer shall give notice to the owner, if the owner and his whereabouts are known, of the impounding of such dog or cat. If such dog or cat has not been redeemed within ~~five-five~~ (5) days of the giving of such notice, the officer shall dispose of such dog or cat in accordance with the provisions of this ~~Title Chapter~~ or shall destroy such dog or cat. For the purpose of this ~~s~~Subsection, the notice specified herein shall be given in the manner determined by the officer as expedient under the circumstances.

(h) The officer having custody of any trapped or impounded dog or cat may, by humane methods, summarily destroy such dog or cat if the dog or cat is feral or is suffering from any incurable, dangerous or contagious disease, providing a veterinarian first shall certify, in writing, that such dog or cat is so suffering.

(i) Any officer having in his/her custody any unredeemed, impounded dog or cat may release such dog or cat to any adult individual upon payment by that individual of the adoption fees and the spay/neuter deposit and micro-chipping cost. The dog or cat also may be released to a nonprofit corporation formed under the provisions of the California Corporations Code for the prevention of cruelty to animals for such sale or placement as such nonprofit corporation or nonprofit organization may choose, except that such animals shall not be sold or released or given to labs. Releases of dogs or cats to such nonprofit corporations or nonprofit organizations pursuant to this sSubsection shall not be subject to the payment of the impound/adoption fees but shall be subject to the spay/neuter deposit and micro-chipping cost.

(j) It shall be unlawful for any person to remove an impounded animal from an Animal Control Center without the permission of the officer in charge thereof.
(32-12/92 § 10.05.030)

10.16.050. Impoundment of unaltered dog or cat.

(1) When an unaltered and unlicensed dog or cat is impounded pursuant to state and/or local law, in addition to satisfying applicable requirements for the release of the animal, including but not limited to payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the following:

(i) Provide written proof of the dog or cat's prior sterilization, if conditions cannot or do not make this assessment obvious to Department personnel;

(ii) Have the dog or cat spayed or neutered by a Department veterinarian at the expense of the owner or custodian. Such expense may include additional fees due to extraordinary care required;

(iii) Have the dog or cat spayed or neutered by a California licensed veterinarian. The owner or custodian may arrange for a California licensed veterinarian to spay or neuter the animal, and shall pay to the Department the cost to deliver said animal to the chosen veterinarian. The cost to deliver the animal shall be based on the Department's hourly rate established by the auditor-controller. The veterinarian shall complete and return to the Department within ten days, a statement confirming that the dog or cat has been spayed or neutered or is, in fact, incapable of breeding and shall release the dog or cat to the owner or custodian only after the spay or neuter procedure is complete;

(iv) At the discretion of the Animal Control Officer, the dog or cat may be released to the owner or custodian if he or she signs a statement under penalty of perjury, representing that the dog or cat will be spayed or neutered and that he or she will submit a statement within ten days of the release, signed by a California licensed veterinarian, confirming that the dog or cat has been spayed or neutered or is incapable of breeding; or

(2) Costs of impoundment.

(i) The owner or custodian of the unaltered dog or cat shall be responsible for the costs of impoundment, which shall include daily board costs, vaccination/medication, and any other diagnostic or therapeutic applications as provided in this chapter.

(ii) The costs of impoundment shall be a lien on the dog or cat, and the unaltered animal shall not be returned to its owner or custodian until the costs are paid or other arrangements are made including, but not limited to, a payment plan. If the owner or custodian of an impounded unaltered animal does not pay the lien against it in full within 14 days, the animal shall be deemed abandoned and become the property of the Department.

10.16.040 Spay/Neuter deposits for dogs and cats. I'm not sure this is correct

(a) No person shall be permitted to adopt or purchase any dog or cat which has not been spayed or neutered and micro-chipped, from any public pound, any animal shelter, society or organization, unless and until a deposit per animal as determined by resolution of the City Council has been paid by the adopting person or purchaser to the pound, shelter, society or organization from which the subject dog or cat is being adopted or purchased.

(b) Any dog or cat over six months of age at the time it is adopted or purchased, shall be spayed or neutered and micro-chipped within 60 days of the date of adoption or purchase or the deposit shall be deemed unclaimed and nonrefundable.

(c) Any dog or cat under the age of six months at the time it is adopted or purchased, shall be spayed or neutered and micro-chipped within 60 days or the deposit shall be deemed unclaimed and nonrefundable.

(d) Upon the presentation to the Animal Control Officer of a written statement or receipt from a veterinarian that such adopted or purchased dog or cat has been spayed or neutered, such deposit shall be refunded without interest to the person who paid it.

SAME QUESTION – any changes - CHAPTER 10.20: BARKING DOGS

Section

10.20.010 Disturbance of the peace.

10.20.020 Citation.

10.20.010 Disturbance of the peace.

It shall be unlawful for any person to keep or allow to be kept, or suffer or permit any dog to habitually bark, whine, howl, or make loud or unusual noises in such a manner as to disturb the peace and quiet of those surrounding or in the vicinity of such premises or of such dog.

(a) “Disturbs the peace and quiet” shall include, but is not limited to, the Animal Control Officer’s or City’s receipt of three or more written, signed complaints regarding the same animal over a ten day period describing such barking, whining or noises.

(b) Upon receipt of such complaints, the Animal Control Officer may investigate the barking, whining or noise and issue a warning or citation as necessary.

(c) A violation of this Chapter also may be abated as a public nuisance under Chapter 10.36.
(32-12/92 § 10.07.010)

10.20.020 Citation.

Nothing contained herein shall prevent a police officer from citing the dog owner under Penal Code Section 415.
(32-12/92 § 10.07.020)

CHAPTER 10.24: RABIES SUPPRESSION, CONTROL AND QUARANTINE OF ANIMALS

Section

- 10.24.010 Rabies.
- 10.24.020 Animal bitten by a rabid animal.
- 10.24.030 Person bitten by an animal.

10.24.010 Rabies.

If it shall appear to the Animal Control Officer that any animal has rabies, the Animal Control Officer may destroy such animal forthwith, or may hold such animal for further examination or observation for such time as the Animal Control Officer may determine to be appropriate.

(32-12/92 § 10.08.010)

10.24.020 Animal bitten by a rabid animal.

Whenever any animal has been bitten by an animal which has rabies, which exhibits any symptoms of rabies or which is otherwise suspected of having or having been exposed to rabies, the owner or person having custody of such bitten animal shall immediately notify the Animal Control Officer, and shall immediately confine the bitten animal and maintain that confinement until it is established to the satisfaction of the Animal Control Officer that such animal does not have rabies. The Animal Control Officer shall have the power to quarantine any such animal, or impound it at the owner's expense if the owner or person having custody of such animal shall fail, refuse, or is unable, in the opinion of the Animal Control Officer, to adequately confine such animal immediately, or in the event the owner or person having custody of such animal is not readily accessible.

(32-12/92 S 10.24.020)

10.24.030 Person bitten by an animal.

Whenever it is shown that any animal has bitten any person, the owner or person having custody of such animal shall, upon the order of the Animal Control Officer, quarantine such animal and keep it confined at the owner's expense for a minimum period of ten days for dogs and cats and 14, days for all other animals, and shall allow the Animal Control Officer to make an inspection or examination of such animal at any time during such period of quarantine. Animals quarantined pursuant to this Subsection shall not be removed from the premises upon which such animal is quarantined without permission of the Animal Control Officer. The Animal Control Officer is hereby authorized to impound any animal at the owner's expense in the event the owner or person having custody of such animal fails or refuses to so confine such animal. Animals quarantined pursuant to this Subsection shall remain under quarantine until notice is given by the Animal Control Officer that such quarantine is terminated.

(a) The Animal Control Officer may, in his or her discretion, post or cause to be posted an appropriate sign on any premises where an animal is quarantined pursuant to this Chapter, for the purposes of warning the public of the fact of such quarantine. It shall be unlawful for any person to remove a sign posted pursuant to this Subsection without the prior written permission of the Animal Control Officer.

(b) Whenever the Animal Control Officer determines that an epidemic of rabies exists or may be threatened, the Animal Control Officer shall have the authority to take such measures as may be reasonably necessary to prevent the spread of the disease, including, but not limited to, the declaration of quarantine against any or all animals in any area of the City as the Animal Control Officer may determine and define, for a period of not more than 120 days. An additional or extended quarantine period may also be declared if such additional or extended quarantine period shall be necessary by the Animal Control Officer for the protection and preservation of the public health, peace and safety. Any quarantine declared pursuant to this Subsection, other than as restricted herein, shall be upon such conditions as the Animal Control Officer may determine and declare.

(32-12/92 § 10.08.030)

CHAPTER 10.28: CRUELTY TO DOGS AND CATS AND OTHER ANIMALS

Section

- 10.28.010 Cruelty to animals.
- 10.28.020 Impoundment for cruelty.
- 10.28.030 Procedure for impoundment for cruelty; pre-seizure hearing.
- 10.28.040 Procedure for post-seizure hearing.
- 10.28.050 Liability for costs.

10.28.010 Cruelty to animals.

No dog, cat or other animal shall be abandoned or treated in a cruel or inhumane manner, or willfully or negligently allowed to suffer torture or unnecessary pain. Any person who so treats an animal within the City shall be in violation of this Code, which violation shall be a misdemeanor, punishable as set out in 1.01.230.

(32-12/92 § 10.09.010)

10.28.020 Impoundment for cruelty.

Any dog, cat or other animal which has been so treated in violation of this Code or State law may be impounded, disposed of in a humane manner, or put up for adoption where feasible by the Animal Control Officer.

(32-12/92 § 10.09.020)

10.28.030 Procedure for impoundment for cruelty; pre-seizure hearing.

At least five days prior to the impoundment of any dog or cat pursuant to this Chapter, written notice shall be given by registered or certified mail, postage prepaid, to the owner's last known address, of the grounds for believing the animal should be seized and such owner's right to a hearing as to whether or not impoundment of his or her dog, cat or other animal is justified.

(a) The notice shall include all of the following information:

(1) The name, business address, and telephone number of the Animal Control Officer providing the notice;

(2) A description of the animal to be seized, including any identification upon the animal;

(3) The authority and purpose for the possible seizure or impoundment;

(4) A statement that, in order to receive a hearing prior to any seizure, the owner or his or her agent should sign and return the enclosed declaration of ownership or right to keep

the animal to the Animal Control Officer providing the notice within two days, (excluding weekends and holidays), of the date of the notice; and

(5) A statement that the cost of caring for and treating any animal properly seized under this Section is a lien on the animal; that any animal seized shall not be returned to the owner until such charges are paid, and that failure to request or to attend a scheduled hearing shall result in a conclusive determination that the animal may properly be seized and that the owner shall be liable for the charges.

(b) The Animal Control Officer also shall cause a notice to be affixed to a conspicuous place where the animal was situated or personally deliver to the owner a copy of the notice.

(c) In the event the owner requests a hearing prior to impoundment, no impoundment shall take place until the conclusion of such hearing, except as otherwise provided herein.

(d) The pre-seizure hearing shall be conducted within two (2) days, excluding weekends and holidays, after receipt of the request for such hearing. The hearing shall be informal and shall not be limited by the technical rules of evidence, but evidence shall be of the type upon which reasonable people rely.

(e) Failure of the owner to request or to attend a scheduled hearing shall result in a forfeiture of any right to a pre-seizure hearing or right to challenge his or her liability for costs incurred pursuant to this Chapter.

(f) The owner shall produce the animal at the time of the hearing unless, prior to the hearing, the owner has made arrangements for the Animal Control Officer to view the animal, or unless the owner can provide verification that the animal has been humanely destroyed. Any person who willfully fails to produce the animal or provide appropriate verification is guilty of a violation of this Code.

(g) After the hearing, the hearing officer may affirm or deny the owner's or keeper's right to custody of the animal and, if reasonable grounds are established, may order the seizure or impoundment of the animal for care and treatment.

(h) The Hearing Officer's decision shall be final.
(32-12/92 § 10.09.030; and by 40-10/93 Section 1; Am. Ord. 166, passed 4-6-2016)

10.28.040 Procedure for post-seizure hearing.

Whenever the Animal Control Officer seizes or impounds an animal based on a reasonable belief that prompt action without a hearing is required to protect the health or safety of the animal or the health or safety of others, the Animal Control Officer shall provide the owner or keeper of the animal, if known, or ascertainable after reasonable investigation, with the opportunity for a post-seizure hearing to determine the validity of the seizure or impoundment.

(a) The Animal Control Officer shall cause a notice to be affixed to a conspicuous place where the animal was situated or personally deliver a notice of the seizure or impoundment, or both, to the owner or keeper within 48 hours, excluding weekends and holidays, after the seizure or impoundment. The notice shall include all of the following:

(1) The name, business address, and telephone number of the officer providing the notice;

(2) A description of the animal seized, including any identification upon the animal;

(3) The authority and purpose for the seizure or impoundment, including the time, place, and circumstances under which the animal was seized;

(4) A statement that, in order to receive a post seizure hearing, the owner may request the hearing by signing and returning an enclosed declaration of ownership or right to keep the animal to the Animal Control Officer within ten days, including weekends and holidays, of the date of the notice. The declaration may be returned by personal delivery or mail; and

(5) A statement that the cost of caring for and treating any animal properly seized under this Section is a lien on the animal and that the animal shall not be returned to the owner until the charges are paid, and that failure to request or to attend a scheduled hearing shall result in liability for this cost.

(b) The post-seizure hearing shall be conducted within two days of receipt of the request for such hearing, excluding weekends and holidays, and shall be conducted as set out in Section 10.28.030.

(c) Failure of the owner to request or to attend a scheduled hearing shall result in a forfeiture of any right to a post-seizure hearing or right to challenge his or her liability for costs incurred.

(32-12/92 § 10.09.040)

10.28.050 Liability for costs.

(a) When any animal is seized under this Chapter, the owner shall be personally liable to the City or its contractor for the cost of the seizure and care of the animal. If the charges for the seizure or impoundment and any other charges permitted under this Section are not paid within 14 days of the seizure, or, if the owner, within 14 days of notice of availability of the animal to be returned, fails to pay charges permitted under this Section and take possession of the animal, the animal shall be deemed to have been abandoned and may be disposed of or released for adoption by the Animal Control Officer. The charges may be collected as set out in Section 10.36.060.

(b) No animal seized under this Chapter shall be returned to its owner until, in the determination of the Animal Control Officer, the animal is physically fit or the owner can demonstrate to the Animal Control Officer's satisfaction that the owner can and will provide the necessary care.

(c) If the animal requires veterinary care and the City and Animal Control Officer are not assured, within fourteen (14) days of the seizure of the animal, that the owner will provide the necessary care, the animal shall not be returned to its owner and shall be deemed to have been abandoned and may be disposed of by the Animal Control Officer.

(d) A veterinarian may humanely destroy an impounded animal without regard to the prescribed holding period when it has been determined that the animal has incurred severe injuries or is incurably crippled. A veterinarian also may immediately humanely destroy an impounded animal afflicted with a serious contagious disease unless the owner immediately authorizes the treatment of the animal by a veterinarian at the owner's expense.

(32-12/92 § 10.09.050)

CHAPTER 10.32: ENFORCEMENT

Section

- 10.32.010 Responsibilities of Animal Control Officer.
- 10.32.020 Establishment of a pound.
- 10.32.030 Interference with an Animal Control Officer.
- 10.32.040 Application of California Penal Code.

10.32.010 Responsibilities of Animal Control Officer.

(a) The Animal Control Officer shall supervise the administration and enforcement of this Title and of the laws of the State of California pertaining to the control of dogs, cats and other animals as necessary. The Animal Control Officer and any peace officer are authorized to enforce and carry out the provisions of this Title and may receive, take and impound any dog or cat at large or which is molesting any person or other animal; investigate a potentially dangerous or vicious animal; and follow the provisions of Penal Code Section 597(f).

(b) Unless otherwise prohibited by law, all persons authorized to enforce the provisions of this Title hereby are empowered to enter upon private property where any animal, dog or cat is kept or reasonably believed to be kept, for the purpose of ascertaining whether such dog or cat is kept in violation of any provision of this Title. However, no such entry may be conducted:

(1) Without the express or implied consent of the property owner or the person having lawful possession thereof; or

(2) Unless an inspection warrant has been issued and the entry is conducted in accordance with California Code of Civil Procedure, Sections 1822.50 through 1822.56, inclusive; or

(3) Except as may otherwise be expressly or impliedly permitted by law.
(32-12/92 § 10.10.010)

10.32.020 Establishment of a pound.

The City Council may enter into a written agreement or agreements with any veterinarian or any organized humane society or association which will undertake to carry out the provisions of this Title and maintain and operate a pound, and which will license, take up, impound and dispose of animals. Any such veterinarian or society or association which shall enter into such an agreement shall carry out all of the provisions of this Title in the manner herein prescribed.

(32-12/92 § 10.10.020)

10.32.030 Interference with an Animal Control Officer.

It shall be unlawful for any person to interfere with, oppose or resist any Animal Control Officer or person empowered to enforce the provisions of this Title while such officer or person is engaged in the performance of his/her duties.

(32-12/92 § 10.10.030)

10.32.040 Application of California Penal Code.

Nothing in this Code shall prevent the Animal Control Officer from acting, when he or she deems it appropriate to do so, under the applicable provisions of California Penal Code, Sections 597 et seq.

(32-12/92 § 10.10.040)

CHAPTER 10.36: PUBLIC NUISANCE

Section

10.36.010	Abatement as a public nuisance.
10.36.020	Notice and hearing.
10.36.030	Waiver of hearing.
10.36.040	Conduct of hearing.
10.36.050	Appeal.
10.36.060	Collection of abatement costs.

Cross-reference:

Requirements for pet waste disposal, see Chapter 15.02

10.36.010 Abatement as a public nuisance.

The possession or maintenance of any animal, dog or cat in violation of or the allowing of any animal, dog or cat to be in violation of this Title, in addition to being a violation of this Code, is hereby declared to be a public nuisance.

(a) The Animal Control Officer, City Manager or his or her designee hereby are directed and empowered to summarily abate any such public nuisance independently of any criminal prosecution or the results thereof, by any means reasonably necessary to accomplish such abatement, including, but not limited to, the destruction of the animal involved, or by the imposition of specific reasonable conditions and restrictions for the maintenance of such animal.

(b) Failure to comply with such conditions and restrictions is a misdemeanor.

(c) The owner of such animal, dog or cat shall reimburse the City for all costs incurred in enforcing compliance with the provisions in this Chapter.

(d) The City may also commence and maintain such proceedings in a court of competent jurisdiction as are appropriate under the laws and regulations of the State of California for the abatement and redress of public nuisances.

(32-12/92 § 10.11.010)

10.36.020 Notice and hearing.

At least five days prior to abatement pursuant to this Chapter, the owner or custodian of the subject dog or cat shall be notified by the Animal Control Officer, in writing, of the problem to be abated and right to a hearing to determine whether grounds exist for such abatement. The notice shall be served by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. If the owner requests a hearing prior to abatement, no abatement shall take place until the conclusion of such hearing, except as provided in Section 10.36.030 below. The hearing shall be conducted pursuant to Section 10.36.040.

(32-12/92 § 10.11.020)

10.36.030 Waiver of hearing.

When, in the opinion of the Animal Control Officer, immediate impoundment or other abatement is necessary for the preservation of animal or public health, safety or welfare, the pre-impoundment hearing shall be deemed waived, provided, however, that the owner or custodian of the subject dog or cat shall be given notice by the Animal Control Officer, in writing, which allows five days from the date of service to request an abatement hearing. Service of such notice shall be in accordance with the service methods specified in Section 10.36.020. The subject animal dog or cat shall not be disposed of prior to the conclusion of the hearing. If no request for a hearing is received from the owner of the subject animal dog or cat, within the timeframe set out, the animal dog or cat shall then be disposed of pursuant to applicable provisions of law. (32-12/92 § 10.11.030)

10.36.040 Conduct of hearing.

Hearings pursuant to this Chapter shall be conducted by the hearing officer. Hearings shall be held not more than five days from the date of receipt of the request for the hearing and shall be conducted in an informal manner consistent with due process of law. A hearing may be continued for a reasonable period of time if the parties agree or the hearing officer determines good cause therefor. Within ten days after the conclusion of the hearing, the hearing officer shall give notice of his or her findings, decision and order to the owner of the dog or cat. Such notice shall be served as set out in Section 10.36.020. (32-12/92 § 10.11.040) (Ord. 166, passed 4-6-2016)

10.36.050 Appeal.

The hearing officer's determination shall be final. (32-12/92 § 10.11.050; amnd by 40-10/93 Section 2; Am. Ord. 166, passed 4-6-2016)

10.36.060 Collection of abatement costs.

Any and all abatement expenses may be collected from the owner or placed as a lien or special assessment against the property. Such expenses shall include, but not be limited to, the cost of abatement, mailing, researching, as well as any legal costs and the costs of impoundment of the animal.

(a) The City Manager, or designee, shall send to the owner of the animal by certified mail, postage prepaid, notice of the amount of such costs, providing 30 days for payment of such costs. If such costs are not paid within that time period, or an objection to such costs is not filed within that time period, a lien or special assessment may be placed against the owner's property for the total amount of such costs, in which case the lien or assessment shall be collected at the same time, in the same manner and subject to the same penalties for delinquency as real property taxes.

(1) If such objections are filed, the City Clerk shall schedule a hearing before the City Council on such objections and shall give notice as set out in (a) above. Any sums not paid within 30 days after an order for their payment by the City Council shall be filed with the County Auditor and may become a lien and special assessment on the property to be collected with the next city taxes or from the owner of the animal personally. The notice of lien also must be recorded against the property in order to give notice to subsequent purchasers.

(2) Notwithstanding, the costs may be collected in any manner allowed by law. (32-12/92 § 10.11.060) (Ord. 166, passed 4-6-2016)

CHAPTER 10.40: POTENTIALLY DANGEROUS AND VICIOUS ANIMALS

Section

10.40.010	Definitions.
10.40.020	Exceptions.
10.40.030	Determination of “Potentially severe injury; or Dangerous Animal.”
10.40.040	Designation in City records.
10.40.050	Licensing requirements.
10.40.060	Animal restraints.
10.40.070	Transfer or death of animal.
10.40.080	Identification of vicious animals.
10.40.090	Consequences of designation as vicious animal.
10.40.100	Photographs and measurements of animal.
10.40.110	Confinement.
10.40.120	Animal leash and muzzle.
10.40.130	Vicious dog.
10.40.140	Notification of change of status.
10.40.150	Time limit to meet requirements;
10.40.160	Inspection.
10.40.170	Confinement/Seizures/Impoundment.
10.40.180	Impoundment.
10.40.190	Assessment of charges.
10.40.200	Penalty for violations.

10.40.010 Definitions.

The following words and phrases shall, for the purposes of this Chapter, be defined as follows:

(a) “Potentially dangerous animal or behavior” means any of the following:

(1) Any animal which, when unprovoked, on two separate occasions within the prior 36-month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury;

(2) Any animal which, when unprovoked, bites a person causing an injury, whether or not a severe injury; or

(3) Any dog which, when unprovoked, on two (2) separate occasions within the prior 36-month period, has killed, seriously bitten, inflicted injury, or otherwise caused injury by attacking a domestic animal off the property of the owner of the dog.

(b) “Vicious animal” means any of the following:

(1) Any animal seized under Section 599aa of the Penal Code and upon the sustaining of a conviction of the owner under subdivision (a) of Section 597.5 of the Penal Code;

(2) Any animal which, when unprovoked, in an aggressive manner, inflicts severe injury on or kills a human being; or

(3) Any animal previously determined to be and currently listed as a potentially dangerous animal which, after its owner has been notified of this determination, continues the potentially dangerous behavior or maintains the animal in violation of the restrictions of this Chapter.

(c) “Severe injury” means any physical injury to a human being that results in muscle tears, disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

(d) “Mitigations” include, but are not limited to, the question of whether any threat, injury or damage is sustained by a person who:

(1) Was willfully trespassing upon the premises occupied by the owner or custodian of the animal at the time of the attack;

(2) Was teasing, provoking, tormenting, abusing, or assaulting the animal at the time of the attack;

(3) Has in the past, teased, tormented, abused or assaulted the animal;

(4) Was engaged in the commission of a crime at the time of the attack; or

(5) Was defending an attack from a person or animal at the time of the attack.
(32-12/92 § 10.12.010)

10.40.020 Exceptions.

This Chapter does not apply to humane society shelters, animal control facilities, or veterinarians or to dogs while utilized by any police department or any law enforcement officer in the performance of police work.

(3212/92 § 10.12.020)

10.40.030 Determination of “Potentially Dangerous Animal.”

An animal administratively may be determined to be a potentially dangerous animal in the following way:

(a) Upon observation or independent investigation of a potentially dangerous animal or behavior or upon receipt of a complaint(s) signed by a person(s) who actually observed the animal’s potentially dangerous behavior, the Animal Control Officer may investigate or consider

any mitigations and whether such behavior by the animal constitutes potentially dangerous behavior;

(b) If the Animal Control Officer determines that such behavior is potentially dangerous, he or she shall notify the owner of the consequences of identification as “potentially dangerous” and schedule an administrative hearing on that determination. The notice shall be served and the hearing shall be conducted as set out in Sections 10.36.020 and 10.36.040. At least one of the complainants in the matter must appear and testify at the hearing or the complaint shall be dismissed. The Hearing Officer specifically shall consider any circumstances of mitigation as well as any record of any prior violations by the owner;

(c) The Hearing Officer shall issue a written determination within ten days after the hearing has been completed; or

(d) The decision of the Hearing Officer shall be final.
(32-12/92 § 10.12.030) (Ord. 166, passed 4-6-2016)

10.40.040 Designation in City records.

A potentially dangerous animal shall be so designated in City animal control records. When the owner of the animal has no additional violations of this Chapter within a 12-month period from the date of designation as a “Potentially Dangerous” animal, the Animal Control Officer shall remove the animal from the list of “Potentially Dangerous” animals, upon written application of the owner and upon proof to the satisfaction of the Animal Control Officer of the successful completion of at least eight weeks of formal obedience training, other similar evidence of training, or other rehabilitative efforts.
(32-12/92 § 10.12.050)

10.40.050 Licensing requirements.

All potentially dangerous animals shall be properly licensed and vaccinated as required by Chapter 10.01. The licensing authority shall include the potentially dangerous designation in the registration records of the animal. The owner shall pay an annual “Potentially Dangerous Animal Registration Fee” in addition to the regular licensing fee as set by resolution of the City Council.
(3212/92 § 10.12.060)

10.40.060 Animal restraints.

A potentially dangerous animal, while on the owner’s property, shall at all times be kept indoors, or in a securely fenced, locked yard from which the animal cannot escape, and which children cannot enter. A potentially dangerous animal may be off the owner’s premises only if it

is restrained by a leash of adequate strength to restrain that specific animal and under the control of a responsible adult.
(32-12/92 § 10.12.070) (Ord. 166, passed 4-6-2016)

10.40.070 Transfer or death of animal.

The owner of a “Potentially Dangerous” animal shall notify the Animal Control Officer, in writing, if the animal dies or is sold, transferred or permanently removed from the City of Canyon Lake.
(32-12/92 § 10.12.080)

10.40.080 Identification of vicious animals.

An animal may be identified as “vicious” in the following manner:

(a) The Animal Control Officer may determine, based on his or her observation or investigation, or a verified complaint from persons who have observed the animal and consideration of any applicable mitigations, that the animal is vicious. Where the animal has been identified as potentially dangerous, and the owner has failed to meet any of the requirements of this Chapter, the Animal Control Officer shall determine that the animal is vicious upon a subsequent complaint or his or her observation;

(b) Where the Animal Control Officer makes such a determination, he or she shall set a hearing on such determination and on the seizure and impoundment of the animal pending or based upon such determination;

(c) Notice and hearing shall be given as set out in Sections 10.36.020, 10.36.030 and 10.36.040. The notice shall include the facts which are the basis of the

complaint and of the restrictions which will apply to the animal including possible euthanasia if it is classified as a vicious animal; or

(d) If the owner fails to appear at the hearing, the hearing shall nevertheless proceed, and an appropriate order shall be issued. If the hearing is held as a result of a complaint, at least one of the complainants shall appear and testify at the hearing or the action shall be dismissed. The decision may be appealed as set out in Section 10.01.020.
(32-12/92 S 10.12.090)

10.40.090 Consequences of designation as vicious animal.

Where an animal is designated “vicious” the following requirements shall apply:

(a) All vicious animals shall be properly licensed and vaccinated as required by Chapter 10.01. In addition, the licensing authority shall include a designation of vicious in the registration records of such animal. The owner shall pay an annual “Vicious Animal Registration Fee,” in addition to the regular license fee as set by resolution of the City Council; and

(b) The owner shall, at his or her own expense, keep posted in a conspicuous place at or near the entrance to the premises on which such dog or cat is kept, a sign having letters at least two inches in width and two inches in height reading “Beware of Vicious Dog” or “Beware of Vicious Cat,” as may be appropriate. In addition, a conspicuously colored tag, provided by the Animal Control Officer shall be securely affixed to the animal at all times.
(32-12/92 § 10.12.100) (Ord. 166, passed 4-6-2016)

10.40.100 Photographs and measurements of animal.

An owner of a vicious animal shall, within ten days of such determination, present said animal at the Animal Control Officer’s facility and allow photographs and measurements of the animal to be taken for purposes of identification.
(32-12/92 § 10.12.110)

10.40.110 Confinement.

A vicious animal shall be securely confined in an enclosure as defined in this Chapter or in the dwelling while on the owner’s or custodian’s property. The owner shall conspicuously display signs with words or symbol warning of the presence of a vicious animal as approved by the Animal Control Officer.
(32-12/92 § 10.12.120) (Ord. 166, passed 4-6-2016)

10.40.120 Animal leash and muzzle.

While off the owner’s premises, a vicious animal shall at all times be restrained by a substantial metal or leather chain or leash not exceeding six feet in length, held by and under the control of a responsible adult, and the animal shall wear a muzzle approved by the Animal Control Officer. “Substantial” shall have the same meaning as set out in Section 10.40.070.
(32-12/92 § 10.12.130)

10.40.130 Vicious dog.

A vicious dog also shall be spayed or neutered, at the owner’s expense, within 30 days of such determination.
(32-12/92 § 10.12.140)

10.40.140 Notification of change of status.

The owner of a vicious animal shall notify the City or Animal Control Officer immediately if said animal is loose, unconfined, has attacked another animal or human being, or has died. A vicious animal shall not be sold, bartered, or given away, or placed in a new home within the City without the prior notification of and approval by the City and Animal Control Officer. Any new owner must comply with the requirements of this Chapter.
(32-12/92 § 10.12.150)

10.40.150 Time limit to meet requirements; Euthanasia.

All requirements for owners of vicious animals must be satisfied within 30 days of the identification and satisfactory proof of compliance provided to the Animal Control Officer. If all requirements for vicious animals are not satisfied within 60 days of the finding, or within an extension of such time granted by the Animal Control Officer in writing, or the owner is unwilling to implement them, the animal may be humanely euthanized either by the Animal Control Officer or by a licensed veterinarian. Proof of euthanasia shall be provided to the Animal Control Officer within three days of its occurrence.
(32-12/92 § 10.12.160)

10.40.160 Inspection.

The Animal Control Officer is authorized to make inspections he or she deems reasonably necessary to ensure compliance with these provisions, subject to the requirements for the owner's consent or an administrative inspection warrant. The owner of a vicious or potentially dangerous animal shall give consent in writing to such inspection as a condition of retaining the animal.
(32-12/92 § 10.12.170)

10.40.170 Confinement/Seizures/Impoundment.

If the Animal Control Officer has probable cause to believe an animal may be designated as "potentially dangerous" or "vicious" under this Chapter, and the owner is unwilling or unable to correct the situation immediately, and the animal poses an imminent threat to the health or safety of persons or domestic animals, the animal may be seized before a hearing.

Pending the outcome of the hearing or appeal set out in this Chapter or during the period of time the owner requires to comply with any requirements imposed hereunder, the animal shall be kept at an appropriate animal shelter, designated by the Animal Control Officer, at the owner's expense.

Notwithstanding, the owner may show at the hearing to the satisfaction of the Animal Control Officer that the animal can be humanely and securely confined at home or with a veterinarian designated by the owner.

(32-12/92 § 10.12.180)

10.40.180 Impoundment.

Any registered vicious animal shall be immediately impounded by the Animal Control Officer if:

(a) The animal's registration is not properly maintained;

(b) Inspection by the Animal Control Officer reveals that the animal is not maintained in the required enclosure;

(c) The animal is outside of the dwelling of the owner or the defined enclosure and not under the physical restraint control of a responsible adult; or

(d) Even if the owner is in compliance with the regulations for keeping such a dangerous animal, if the animal again attacks, bites, causes injury, or otherwise threatens the safety of a human being or domestic animal then, thereafter, the animal may be impounded and shall be kept at an appropriate facility designated by the Animal Control Officer at owner's expense pending the outcome of a hearing and appeal under this Chapter to determine whether the animal is a threat to the public health and safety and must be humanely euthanized or whether the animal can be safely returned to the owner under certain conditions.

(32-12/92 § 10.12.190)

10.40.190 Assessment of charges.

A keeping charge may be assessed against the owner of any animal for each day during which the animal is impounded or held by the Animal Control Officer under the provisions of this Chapter. An animal held under the provisions of this Chapter shall not be released until the owner pays all charges due. If the owner refuses to pay such charges, the animal may be treated as unredeemed by the owner, and disposed of as provided in Section 10.16.030(f). Disposal of the animal does not release the owner from his/her responsibility to pay the keeping charges and such charges may be collected under Section 10.36.060. (32-12/92 § 10.12.200)

10.40.200 Penalty for violations.

Any person violating any of the provisions of this Chapter is guilty of a misdemeanor. (32-12/92 § 10.12.210)

CHAPTER 10.44: REPEAL

Section

10.44.010 Repeal.

10.44.010 Repeal.

The provisions of Riverside County Ordinance No. 630 are repealed in their entirety.
(32-12/92 § 3)

Sec.6 - Effective Date: This ordinance shall take effect 30 days from the date of its adoption.

Sec. 7. The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Chapter 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code Chapter 39633(c).

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2018.

Vicki Warren, Mayor

Attest: _____ Approved as to form:

Ana V. Sauseda,
Deputy City Clerk

Elizabeth L. Martyn, City Attorney

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

ITEM 10.2

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

DATE: November 7, 2018

**SUBJECT: Approve the Introduction and First Reading of Ordinance No. 178
Authorizing the Implementation of a Community Choice Aggregation
Program and Approve of the First Amendment to the Western
Community Energy Joint Powers Agreement**

Recommendation

The City Council approve the following:

1. The Introduction and First Reading of Ordinance No. 178.
2. The First Amendment to the Western Community Energy Joint Powers Agreement.

Background

On July 18, 2018 the City Council approved joining the Western Community Energy (WCE) Joint Powers Authority. The WCE is a Community Choice Aggregation Program. Community Choice Aggregation Program allows a local government – either alone or as a group of jurisdictions in a Joint Powers Authority (JPA) – to purchase power on behalf of its community, while utilizing the delivery system of the investor owned utility, in this region’s case Southern California Edison (SCE). A CCA provides a choice for the community which it does not currently have (unless their community is served by a separate public utility). In those instances - which impact the majority of residents and businesses in Western Riverside County - getting power from SCE under the rates SCE offers is their only option. Under a CCA, residents and businesses have the ability to choose from new rates and power sources (that are often more renewable and at reduced cost) offered by the CCA, or they can choose to stay with SCE. The City, by participating in a CCA, will allow its businesses and residents to voluntarily make those choices.

The proposed ordinance authorizes the City to establish a Community Choice Aggregation Program. The WCE is asking all participating Cities to introduce and have the first reading of this ordinance before December 31, 2018 to ensure the CCA program will start in early 2020. The WCE’s implementation plan, which must be submitted to the California Public Utilities Commission by the end of this year, includes all participating members passing the first reading of the CCA Program ordinance. Enacting this ordinance in no way binds the City to stay in this program. The City can leave at any time without any financial obligation to WCE if the City leaves prior to the WCE purchasing power.

The WCE is asking for a change to the JPA agreement. The first proposed change is regarding the Executive Director of the WCE and removing any reference to WRCOG regarding the Executive

Director position. Then, there is additional language regarding a management services agreement between WCE and WRCOG.

The second proposed change deals with City's ability to leave the JPA immediately and without any financial obligation to the JPA before the initial energy contracts are purchased.

A strikethrough/underline version of the language changes is provided with this report.

Fiscal Impact

There is no cost to the City to participate in this JPA. The City can exit the JPA at any time, without penalty or incurring any costs. However, the City must exit before the first contract for energy is purchased (estimated purchase of first energy contract is October 2019).

Attachments

1. Ordinance No. 178
2. First Amendment to the WCE Joint Powers Agreement
3. First Amendment to the WCE Joint Powers Agreement-Strikethrough Version

ATTACHMENT 1

ORDINANCE NO. 178

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

THE CITY COUNCIL OF THE CITY OF CANYON LAKE HEREBY DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS

1. The City of Canyon Lake has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provisions of electric services and promoting competitive retail choice.
2. Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2 *et seq.*; hereinafter referred to as the “Act”) authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (“CCA”)
3. The Act expressly authorizes participation in a CCA program through a joint powers agency, and to this end, the Western Riverside Council of Governments has been evaluating a CCA program for certain portions of the County and the cities and towns within it.
4. Through Docket No. R.03-10-003, the California Public Utilities Commission (“Commission”) has issued various decisions and rulings addressing the implementation of CCA programs, including establishing a procedure by which the Commission will review implementation plans, which are required to be submitted under the Act as the means of describing the CCA program and ensuring compliance with the Act.
5. The City along with representatives of the Western Riverside Council of Governments have elected to form a joint powers agency known as Western Community Energy (“Authority”) that would specify the terms and conditions by which participants may participate as a group in energy programs, including, but not limited to, the implementation of a CCA program with the following benefits:
 - a. Providing customers a choice of power providers;
 - b. Increasing local control over energy rates and other energy-related matters;
 - c. Providing electric rates that are competitive with those provided by the incumbent utility;
 - d. Improving the local economy by increasing local and regional renewable generation capacity and energy conservation and efficiency projects and programs;
 - e. Increasing regional energy self-sufficiency; and
 - f. Reducing greenhouse gas emissions arising from electricity use in the City.

6. The Joint Powers Agreement creating the Authority will govern and operate the CCA program on behalf of its member jurisdictions. The City may participate in the Authority by adoption of a resolution approving the execution of the Joint Powers Agreement and adoption of a CCA ordinance required by Public Utilities Code section 366.2(c)(12). The City's participation in the Authority will include membership on the Board of Directors of the Authority as provided in the Joint Powers Agreement.
7. The Authority will enter into agreements with electric power suppliers and other services providers and, based on these agreements, the Authority plans to provide power to residents and businesses at rates that are competitive with those of the incumbent utility. Once the Commission approves the implementation plan prepared by the Authority, the Authority may provide service to customers within the City and those cities that choose to participate in the Authority.
8. Under Public Utilities Code section 366.2, customers have the right to opt-out of a CCA program and continue to receive service from the incumbent utility. Customers who desire to continue to receive service from the incumbent utility will be able to do so at any time.
9. On November 7, 2018 and December 5, 2018, the City Council held public meetings at which time interested persons had an opportunity to testify either in support or in opposition to implementation of the CCA program within the City.
10. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment because it is merely the formation of an organization. 14 Cal. Code Regs. § 15378(a). The ordinance is also exempt from CEQA because it is an organizational or administrative activity of governments that will not result in direct or indirect physical change in the environment. 14 Cal. Code Regs. § 15378(b)(5). The ordinance is also exempt from CEQA because it is merely a change in organization of local agencies. 14 Cal. Code Regs. § 15320. Further, the ordinance is exempt from CEQA because there is no possibility that the ordinance or its implementation, which would only result in the formation of a governmental organization, would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3). The City Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 2. AUTHORIZATION TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM

Based upon the foregoing, and in order to provide businesses and residents within the City with a choice of power providers, the City hereby elects to implement a community choice aggregation program within the jurisdiction of the City by participating in the CCA program of the Authority, as described in the Joint Powers Agreement.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is held for any reason to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE

This ordinance shall take effect 30 days after its passage.

SECTION 5. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Chapter 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Chapter 39633(c).

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2018.

Vicki Warren, Mayor

Attest:

Approved as to form:

Ana V. Sauseda,
Deputy City Clerk

Elizabeth L. Martyn, City Attorney

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ATTACHMENT 2

**FIRST AMENDMENT TO WESTERN COMMUNITY
ENERGY JOINT POWERS AGREEMENT**

This First Amendment (“**First Amendment**”) to the Western Community Energy Joint Powers Agreement (“**JPA Agreement**”) is made and entered into as of the ___ day of _____, 2018, by and among the Cities of Norco, Jurupa Valley, Wildomar, Eastvale, Hemet, Perris, and Canyon Lake.

RECITALS

1. Western Community Energy (“**Authority**”) is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Act”) and the JPA Agreement entered into on August 23, 2018, as may be amended from time to time. The Authority is a public entity separate and apart from its Member Agencies.
2. The Authority is established to collectively study, promote, develop, conduct, operate, and manage energy programs, and exercise any powers common to the Authority’s members to further these purposes. Each member has adopted an ordinance electing to implement through the Authority a community choice aggregation program pursuant to California Public Utilities Code Section 366.2.
3. Pursuant to Section 6.4 of the JPA Agreement, any amendment to the JPA Agreement must be in writing with the approval of not less than two-thirds (2/3) of a vote of its members.
4. Participating Member Agencies as set out in Exhibit “A” now wish to execute this First Amendment to the JPA Agreement to amend provisions with respect to the Executive Director, the Initial Administration of Authority, and the Right to Withdraw Prior to Program Launch.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Member Agencies as follows:

A. Section 2.12 of the JPA Agreement shall be revised as follows (new language is underlined, removed language is struck):

“2.12 Executive Director. The Executive Director shall be the chief administrative officer. Compensation shall be fixed by the Board, except in cases where there services are provided through contract with WRCOG. The powers and duties of the Executive Director shall

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be subject to the authority of the Board.”

B. Section 2.13 of the JPA Agreement shall be revised as follows:

“2.13 Initial Administration of Authority. The Authority will be initially administered by the Western Riverside Council of Governments (“WRCOG”), which shall provide Executive Director, staff, and consultant services to the Authority pursuant to an implementation and management services agreement between the WRCOG and the Authority. WRCOG shall provide administrative services for three years from the Effective Date of this Agreement pursuant to a services agreement. The term and conditions of the administrative services agreement may be terminated or extended by mutual agreement of WRCOG and the Authority without further amendment of this Agreement, as set forth in the administrative services agreement.”

C. Section 5.2 of the JPA Agreement shall be revised as follows:

“5.2 Right to Withdraw Prior to Program Launch. In addition to the rights set forth in Section 5.1, a Member Agency may immediately withdraw its membership in the Authority without any financial obligation, at any time prior to the Authority entering into initial energy contracts to serve load.

D. This First Amendment shall be effective when approved pursuant to Section 6.4 of the JPA Agreement

E. Except as amended by this First Amendment, all provisions of the JPA Agreement shall remain in full force and effect and shall govern the actions of the parties to this First Amendment.

[Signatures on following page]

SIGNATURE PAGES FOR FIRST AMENDMENT TO WESTERN COMMUNITY ENERGY JOINT POWERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment of the JPA Agreement as of the Effective Date.

ATTEST:

City Clerk
City of Canyon Lake

CITY OF CANYON LAKE

By: _____
Dated: _____

By: _____
Mayor

ATTEST:

City Clerk
City of Eastvale

CITY OF EASTVALE

By: _____
Dated: _____

By: _____
Mayor

ATTEST:

City Clerk
City of Hemet

CITY OF HEMET

By: _____
Dated: _____

By: _____
Mayor

ATTEST:

City Clerk
City of Jurupa Valley

CITY OF JURUPA VALLEY

By: _____
Dated: _____

By: _____
Mayor

31249.00001\31441636.2

ATTEST:

City Clerk
City of Norco

CITY OF NORCO

By: _____

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk
City of Perris

CITY OF PERRIS

By: _____

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk
City of Wildomar

CITY OF WILDOMAR

By: _____

Dated: _____

By: _____

Mayor

ATTACHMENT 3

**FIRST AMENDMENT TO WESTERN COMMUNITY
ENERGY JOINT POWERS AGREEMENT**

This First Amendment (“**First Amendment**”) to the Western Community Energy Joint Powers Agreement (“**JPA Agreement**”) is made and entered into as of the ___ day of _____, 2018, by and among the Cities of Norco, Jurupa Valley, Wildomar, Eastvale, Hemet, Perris, and Canyon Lake.

RECITALS

1. Western Community Energy (“**Authority**”) is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Act”) and the JPA Agreement entered into on August 23, 2018, as may be amended from time to time. The Authority is a public entity separate and apart from its Member Agencies.
2. The Authority is established to collectively study, promote, develop, conduct, operate, and manage energy programs, and exercise any powers common to the Authority’s members to further these purposes. Each member has adopted an ordinance electing to implement through the Authority a community choice aggregation program pursuant to California Public Utilities Code Section 366.2.
3. Pursuant to Section 6.4 of the JPA Agreement, any amendment to the JPA Agreement must be in writing with the approval of not less than two-thirds (2/3) of a vote of its members.
4. Participating Member Agencies as set out in Exhibit “A” now wish to execute this First Amendment to the JPA Agreement to amend provisions with respect to the Executive Director, the Initial Administration of Authority, and the Right to Withdraw Prior to Program Launch.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Member Agencies as follows:

A. Section 2.12 of the JPA Agreement shall be revised as follows (new language is underlined, removed language is struck):

“2.12 Executive Director. The Executive Director shall be the chief administrative officer ~~of the Western Riverside Council of Governments, or whomever is appointed by the Board thereafter.~~ Compensation shall be fixed by the Board. The powers and duties of the Executive Director shall be subject to the authority of the Board.”

B. Section 2.13 of the JPA Agreement shall be revised as follows:

“2.13 Initial Administration of Authority. The Authority will be initially administered by the Western Riverside Council of Governments (“WRCOG”), which shall provide Executive Director, staff, and consultant services to the Authority pursuant to an implementation and management services agreement between the WRCOG and the Authority. WRCOG shall provide administrative services for three years from the Effective Date of this Agreement pursuant to a services agreement. The term and conditions of the administrative services agreement may be terminated or extended by mutual agreement of WRCOG and the Authority without further amendment of this Agreement, as set forth in the administrative services agreement.”

C. Section 5.2 of the JPA Agreement shall be revised as follows:

~~“5.2 Right to Withdraw Prior to Program Launch. After receiving bids from power suppliers, the Authority must provide to the Member Agencies the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Member Agency may immediately withdraw its membership in the Authority without any financial obligation, as long as the Member Agency provides written notice of its intent to withdraw to the Authority Board no more than thirty (30) days after receiving the report. In addition to the rights set forth in Section 5.1, a Member Agency may immediately withdraw its membership in the Authority without any financial obligation, at any time prior to the Authority entering into initial energy contracts to serve load.~~

D. This First Amendment shall be effective when approved pursuant to Section 6.4 of the JPA Agreement

E. Except as amended by this First Amendment, all provisions of the JPA Agreement shall remain in full force and effect and shall govern the actions of the parties to this First Amendment.

[Signatures on following page]

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

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

BY: Margaret Monson, Associate Engineer, Public Works

DATE: November 7, 2018

SUBJECT: Direct Staff to Award Construction Contract or Reject All Bids for Railroad Canyon Road Fence Repair – Phase II Bid No. 2018-01

Recommendation

That Finance and Planning Committee:

Direct staff to award construction contract or reject all bids for Railroad Canyon Road Fence Repair – Phase II Bid No. 2018-01.

Background

On September 11, 2018, a Request for Bids was advertised for the Railroad Canyon Road Fence Repair – Phase II Bid No. 2018-01. The October 2, 2018, Bid Opening yielded 3 bids. The lowest bid received was from AB Fence Company, Inc., for \$274,993.65. This amount is above the Engineer’s Estimate of \$98,710.04. The bids received are as follows:

Bidder	Bid Amount
AB Fence Company, Inc.	\$274,993.65
Sudweeks Construction, Inc.	\$453,000.00
Ace Fence Company	\$714,970.00

During the bidding process, a discrepancy in the quantities between the bid specifications and the plans was brought to staff’s attention. With less than 48 hours prior to the bid opening, staff could not issue an addendum and proceeded as scheduled to the bid opening on October 2. All bidders used the quantities on the Proposal Form. The Proposal Form reflects the combined quantities for Phase II and Phase III, rather than only Phase II. Staff spoke to the low bidder, AB Fence Company, Inc., who was the construction contractor for Phase I, regarding a revision to the quantities and the need to complete the project by mid-December. AB Fence Company, Inc. has made a verbal commitment along with their material supplier to complete the project by mid-December.

Based on sealed competitive bids, received after publicly advertising, AB Fence Company, Inc. of Beaumont, CA, is the Apparent Lowest Responsible Bidder. Staff has reviewed their references

and submittal documents and recommends award to AB Fence Company, Inc., should the Committee elect to award the contract.

The alternative is to reject all bids, direct staff to release the bid bonds, revise the Proposal Form and re- advertise the project in the new year.

Fiscal Impact

The Railroad Canyon Road Fence Repair – Phase II budget of \$254,456.65 was anticipated for Fiscal Year 2018/2019. On June 20, 2017, City Council approved Resolution No. 2017-09 which included an increase of \$530,000.00 to the Gas Tax Special Revenue Fund, for the completion of the 2017-2018 Slurry Seal Project, where the remainder savings of \$198,556.08 would be applied to the Railroad Canyon Road Fence Repair – Phase II Project. The Bid table contained in the Project Specifications showed quantities relating to the total of Phase II and Phase III, rather than the quantities of Phase II only, as shown on the plans. Staff has negotiated with AB Fence to provide Phase II fencing quantities, as reflected in the table below.

The following table specifies the anticipated construction, engineering design and construction management staff costs:

Total Projected Project Budget	Cost
Construction Contract	\$185,869.68
Construction Contract (Contingencies)	\$18,586.97
Engineering (Survey, Plans, Specifications & Estimate), Project Management & Bidding	\$20,000
Construction Management & Inspection	\$30,000
Total	\$254,456.65

The following table analyzes Available Funds compared to the Total Projected Project Budget:

Item	Cost
Previously allocated Gas Tax Special Revenue Fund	\$198,556.08
Total Projected Project Budget	\$254,456.65
Additional Allocation of Funds	\$55,900.57

According to the Bidders, steel prices have increased significantly in the last year: 4 times in the last six months, therefore, the engineer’s estimate of \$100,000.00 for Phase II was deficient in predicting the estimated construction cost with only a 10% increase in cost per year over the last two years from Phase I. Considering the available budget of \$198,556.08 and an overall Projected Project Budget of \$254,456.65, an additional allocation of Gas Tax Funding of \$55,900.57 is required for this project. Railroad Canyon Road maintenance projects are eligible for the use of the Gas Tax fund and there are sufficient funds available for this project.

Should the Committee elect to reject all bids and re-advertise in the new year, the potential for material cost and engineering cost increases remains.

Attachments

1. AB Fence Company, Inc. Bid Proposal
2. Revised Bid Proposal, Agreement, Contract Documents
3. Plans and Specifications

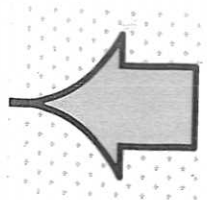
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ATTACHMENT 1

FORMS

CITY OF CANYON LAKE
BID NO 2018-01

RAILROAD CANYON ROAD
FENCE REPAIR – PHASE II



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

RAILROAD CANYON ROAD FENCE REPAIR – PHASE II, Project No. 2017-XX

State of California)
County of Riverside) ss

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

By: *Alberto G. Badilla*
Signature (CONTRACTOR)

President
Title (CONTRACTOR)

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

~~Subscribed and sworn (affirmed)
to before me this~~

~~_____ day of _____, 20____~~

~~_____
Signature of Officer Administering Oath
(NOTARY PUBLIC)~~

See attached draft

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California
 County of Riverside

Subscribed and sworn to (or affirmed) before me
 on this 1 day of October, 2018,
 by Alberto Bedolla
Date Month Year



(1) Alberto Bedolla
 (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.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit of Non-Collusion Document Date: _____
To be executed by Bidder and Submitted with Bid
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

CONTRACTOR'S PROPOSAL

Date October 2nd 2018

To the City of Canyon Lake:

The Undersigned hereby declares:

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

AB Fence Company, inc. Alberto G. Bedolla

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

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

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

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

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

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

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

Accompanying this bid proposal is a certified or cashier's check or bidder's bond, payable to the order of the City in the amount of two hundred seventy four thousand nine hundred ninety three dollars AND SIXTY FIVE cents DOLLARS (\$274,993.⁶⁵) Said BIDDER's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state as a "California admitted insurer".

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

AB Fence Company, Inc.

Print Name of Bidder

1440 Beaumont Ave. ste. A2 #324 Beaumont, CA 92223

Street Address

City

Zip Code

(844) 707-0007

Telephone Number



Signature of BIDDER

BID SCHEDULE

SPECIFIC TERMS AND CONDITIONS

Pursuant to the Notice Inviting Bids, the undersigned hereby proposes and agrees that on award by the City under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for **RAILROAD CANYON ROAD FENCE REPAIR PHASE II, Project No. 2017-XX**, in accordance with the Scope of Work and Specifications therefore adopted and on file with the City within the time hereinafter set forth and at the prices named in this Bid as follows:

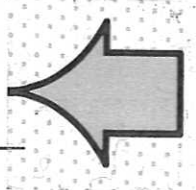
BASE BID

ITEM NO.	QTY		DESCRIPTION	UNIT PRICE	TOTAL
1	1	LS	Prepare Traffic Control Plans and Provide All Traffic Control Devices and Equipment for Required Lane Closure.	\$15000. ⁰⁰	\$15,000. ⁰⁰
2	2355	LF	Remove and Dispose of Existing Steel Fencing.	\$ 10. ⁰⁰	\$23,550. ⁰⁰
3		EA	Remove and Replace Concrete Footing, Install Steel Sleeve.	\$105. ⁰⁰	\$ 0. ⁰⁰
4	295	EA	Core Wall/Curbing, Insert and Grout 36" Steel Sleeve.	\$130. ⁰⁰	\$38,350. ⁰⁰
5	2355	LF	Furnish, Assemble and Install 3-Rail Steel Fencing with Ring Ornamentation.	\$82.63	\$194,593.65
6	1	LS	Install Temporary Fencing Where Existing Fencing is Removed	\$3500. ⁰⁰	\$3,500. ⁰⁰

Sub Total Item 1 - 6 \$ 274,993.65

TOTAL AMOUNT BASE BID IN FIGURES \$ 274,993.65

TOTAL AMOUNT BASE BID IN WORDS TWO HUNDRED SEVENTY FOUR THOUSAND, NINE HUNDRED NINETY THREE DOLLARS AND SIXTY FIVE CENTS



BID PROPOSAL FORM

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, A B Fence Company

_____ as principal, and

Philadelphia Indemnity Insurance Company as surety, are held and

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

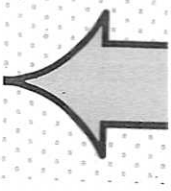
In no case shall the liability of the surety hereunder exceed the sum of \$ ten percent of total amount bid (10%)

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above-mentioned bid to the City for column repair services specifically described as follows: * for which bids are to be opened at the City of Canyon Lake, City Hall, on 10-2-18 [time] at ** 10:00 AM [address]. 31516 railroad canyon rd canyon lake ca 92587


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

* Railroad Canyon Road Fence Repair - Phase II
** 31516 Railroad Canyon Road, Canyon Lake, CA 92587



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 27th
day of September, 2018

A B Fence Company (seal)
PRINCIPAL

By:  (seal)
Alberto G. Bedolla

_____ (seal)

_____ (seal)
PRINCIPAL

Philadelphia Indemnity Insurance Company (seal)
SURETY

By:  (seal)
Elba McCullough, SURETY
Attorney-In-Fact

1620 5th Ave, Suite 340, San Diego, CA 92101 (seal)
ADDRESS

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Michael R. Strahan and Elba McCullough of KPS Insurance Services, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

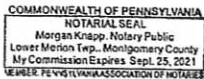
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of September, 20 18.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

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

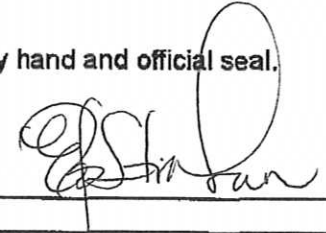
State of California
County of San Diego

On September 27th, 2018 before me, E.B. Strahan, Notary Public
(insert name and title of the officer)

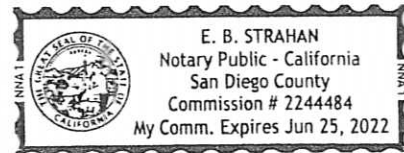
personally appeared Elba McCullough
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he ~~she~~ they executed the same in his ~~her~~ their authorized capacity(ies), and that by his ~~her~~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

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

WITNESS my hand and official seal.

Signature 

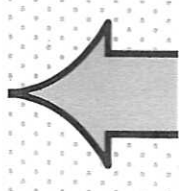
(Seal)



SUBCONTRACTOR LIST

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

Name of Subcontractor on License	Address of Office	License Number	Work to be completed by subcontractor
TRAFFIC MANAGEMENT FNC "TMI"	2435 LEMON AVE SIGNAL HILL CA 90755	LIC # 785804 DIR # 1000005229	Traffic control

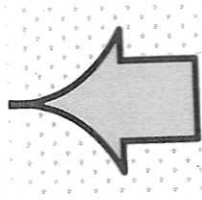


If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)

10/2/2018
Dated _____

[Handwritten Signature]
BIDDER Signature

AFFIDAVIT FOR CORPORATION BIDDER



STATE OF CALIFORNIA)
)ss
COUNTY OF Riverside)

Alberto G. Bedolla _____, being first duly sworn,
deposes and says:

That he is AB Fence Company, Inc. _____ of,

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

Alberto G. Bedolla
Signature

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

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20____

Signature of Officer Administering Oath
(NOTARY PUBLIC)

See attached Jurat

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California
 County of Riverside

Subscribed and sworn to (or affirmed) before me
 on this 1 day of October, 2018,
 by Alberto G. Bedolla
Date Month Year



(1) Alberto G. Bedolla
 (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.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit for Corporation Bidder Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

AFFIDAVIT FOR JOINT VENTURE

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

_____, being first duly sworn,
deposes and says:

That he is _____ of,

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

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

Signature

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

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20__

Signature of Officer Administering Oath
(NOTARY PUBLIC)



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **995035**

Entity INDIV

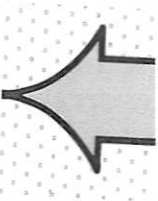
Business Name **A B FENCE COMPANY**

Classification(s) **C13**



Expiration Date **07/31/2020**

www.cslb.ca.gov



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AB FENCE COMPANY, INC.

2 Business name/disregarded entity name, if different from above
AB FENCE COMPANY, INC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1440 BEAUMONT AVE. STE A2 #324

6 City, state, and ZIP code
BEAUMONT, CA 92223

7 List account number(s) here (optional)

Requester's name and address (optional)
**CITY OF CANYON LAKE
31516 RAILROAD CANYON RD.
CANYON LAKE, CA 92587**

Print or type. See Specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

8	2	-	3	1	0	1	1	7	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ *10/01/18*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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ATTACHMENT 2

REVISED BID SCHEDULE

SPECIFIC TERMS AND CONDITIONS

Pursuant to the Notice Inviting Bids, the undersigned hereby proposes and agrees that on award by the City under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for **RAILROAD CANYON ROAD FENCE REPAIR PHASE II, Project No. 2018-01**, in accordance with the Scope of Work and Specifications therefore adopted and on file with the City within the time hereinafter set forth and at the prices named in this Bid as follows:

BASE BID

ITEM NO.	QTY		DESCRIPTION	UNIT PRICE	TOTAL
1	1	LS	Prepare Traffic Control Plans and Provide All Traffic Control Devices and Equipment for Required Lane Closure.	\$15,000.00	\$15,000.00
2	1536	LF	Remove and Dispose of Existing Steel Fencing.	\$10.00	\$15,360.00
3	0	EA	Remove and Replace Concrete Footing, Install Steel Sleeve.	\$105.00	\$ 0.00
4	193	EA	Core Wall/Curbing, Insert and Grout 36" Steel Sleeve.	\$130.00	\$25,090.00
5	1536	LF	Furnish, Assemble and Install 3-Rail Steel Fencing with Ring Ornamentation.	\$82.63	\$126,919.68
6	1	LS	Install Temporary Fencing Where Existing Fencing is Removed	\$3,500.00	\$ 3,500.00

Sub Total Item 1 - 6 \$ 185,869.68

TOTAL AMOUNT BASE BID IN FIGURES \$ 185,869.68

TOTAL AMOUNT BASE BID IN WORDS: ONE-HUNDRED EIGHTY-FIVE THOUSAND, EIGHT HUNDRED SIXTY-NINE DOLLARS AND SIXTY-EIGHT CENTS.

This Contract and Agreement, is made and effective this ____ day of _____ 2018, by and between the City of Canyon Lake, a California general law City ("CITY"), located at 31516 Railroad Canyon Road, Canyon Lake, CA 92587, and AB FENCE COMPANY, INC. ("CONTRACTOR").

WITNESSETH:

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

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for such services indicating that it has the requisite personnel and experience, and is capable of providing the deliverables for as the CITY as set out in the PROPOSAL FOR RAILROAD CANYON ROAD FENCE REPAIR – PHASE II;

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

**ARTICLE 1.
COMPLETE AGREEMENT**

A. The complete Agreement shall consist of the following component parts: This Agreement, and Amendments, if any; the Notice Inviting Bids; the Bid Terms and Conditions and Instructions to Bidders; the signed Bid Proposal, the Subcontractor List if a portion of the work is to be performed by a subcontractor, the non-collusion Affidavit, the accepted CONTRACTOR's bid, dated OCTOBER 1, 2018, including all attached documents; the required bond(s) fully executed, if any; each of the component parts of the bid documents; and the addenda, if any. Agreement between CITY and CONTRACTOR and the said other documents are as fully a part of this Agreement as if hereto attached or herein repeated.

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

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

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

ARTICLE 2.
SCOPE OF WORK

A. CONTRACTOR shall provide all labor, materials, equipment, and services required to perform the Statement of Work attached hereto as the RAILROAD CANYON ROAD FENCE REPAIR – PHASE II and incorporated herein by this reference.

Furthermore, CONTRACTOR shall perform the Statement of Work in accordance with the Bid Sheet attached hereto as RAILROAD CANYON ROAD FENCE REPAIR – PHASE II and incorporated herein by this reference.

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

ARTICLE 3.
TERM

This contract shall commence on November 8, 2018 and end on or before January 6, 2019. City has the option of extending the contract after this date, based on the performance of the Contractor. All work shall commence immediately upon receiving a written Notice to Proceed from the CITY.

ARTICLE 4.
MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including, but not limited to obligation for CONTRACTOR's costs and profit), shall be ONE HUNDRED EIGHTY FIVE THOUSAND,EIGHT HUNDRED SIXTY NINE dollars and SIXTY EIGHT cents (\$185,869.68) for the Scope of Work which shall include all amounts payable to CONTRACTOR for its labor, subcontracts, leases, materials, equipment, the deliverables, and costs arising from CONTRACTOR's performance of this Agreement. CONTRACTOR exceeds the maximum cumulative amount at its own risk and expense.

ARTICLE 5.
PAYMENT

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

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

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

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

A deduction of five percent (5%) shall be made from the estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, and from the remainder there shall be further deducted any amounts due the City from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the City under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress estimate for that month.

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

ARTICLE 6.
PREVAILING WAGES

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

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

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

ARTICLE 7.
CONTRACTOR'S LICENSE

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

- City of Canyon Lake Business License
- Class 'A' General Contractor License
- Class C13 Fencing Contractor License with C31 Traffic Control License

ARTICLE 10.

INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to CITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be considered exclusively to be employees of CONTRACTOR and not employees of CITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 11.

INSURANCE

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

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

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

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor 's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees,

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

Other provisions or requirements

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

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, their agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Contractor or CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

CITY's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. Contractor shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

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

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

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

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

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

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

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

ARTICLE 12.
CHANGES

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

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

Claims by the CONTRACTOR relating to the Project for (a) a time extension; (b) money or damages arising from work done by, or on behalf of, the CONTRACTOR on the Project for which payment is not expressly provided for or to which the CONTRACTOR is not otherwise entitled; or (c) an amount that is disputed by the CITY, with a value of Three Hundred Seventy Five Thousand Dollars and 00/100 (\$375,000.00) or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and California Public Contract Code Sections 20104 through 20104.6, incorporated by reference. Notwithstanding, statutory Govt. Code Claims procedures apply to any dispute that remains unresolved or to amounts in excess of this limit.

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

ARTICLE 14.
TERMINATION

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

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

ARTICLE 15.
INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

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

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

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

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

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

ARTICLE 16.
ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 17.
RECORD AUDIT

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

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

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

ARTICLE 19.
SUBSURFACE HAZARDOUS MATERIALS

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

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

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

C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law that pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20.

PROVISIONS REQUIRED BY LAW

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

ARTICLE 21.

LEGAL PROVISIONS

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

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

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

**CITY OF CANYON LAKE
PUBLIC WORKS AGREEMENT NO. 2018-01**

RAILROAD CANYON ROAD FENCE REPAIR – PHASE II

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

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

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

CITY OF CANYON LAKE

CONTRACTOR

Date: _____

Date: 10/29/2018

By: AARON PALMER, City Manager

Alberto G. Bednaru
By: AB FENCE COMPANY, INC.,
Contractor

EXHIBIT A

Public Contract Code Section 9204:

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

- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues

its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
 - (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
 - (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

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

BID DOCUMENTS
FOR
RAILROAD CANYON ROAD
FENCE REPAIR - PHASE II
BID NO. 2018-01



PREPARED BY:
CITY ENGINEER
City of Canyon Lake



BID OPENING – 10:00 AM, October 2, 2018
City Clerk's Office
31516 Railroad Canyon Road
Canyon Lake, CA 92587

PROJECT INFORMATION SHEET

Project: Railroad Canyon Road Fence Repair – Phase II

Bid Date: October 2, 2018 @ 10:00 AM

Award Contract Date: November 7, 2018

Contract Start Date: November 8, 2018

Contract Duration: Sixty (60) Calendar Days

Liquidated Damages: \$250.00 per calendar day

Project Description: The contract work for this project shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary to perform the required fence removal, material disposal, concrete coring and grouting, construction of concrete footings and fence construction and installation along sections of Railroad Canyon Road in the City of Canyon Lake. The contractor shall provide traffic control plans and furnish and install temporary chain link fencing as needed. The construction and completion of the project as indicated above shall be in accordance with all City, Building, Electrical, and Plumbing Codes, the Standard Specifications for Public Works Construction, the Standard Drawings, and the Plans and Specifications as prepared for this project.

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

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

Note: See specifications for details regarding the above information.

CITY OF CANYON LAKE
NOTICE INVITING SEALED BID PROPOSALS
For
RAILROAD CANYON FENCE REPAIR – PHASE II

PUBLIC NOTICE HEREBY IS GIVEN that the City of Canyon Lake (“City”) invites sealed bids for the above referenced project and will receive such bids at City Hall, up to the hour of **10:00 AM on October 2, 2018**, after which time they will be publicly opened and read aloud.

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

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

This contract generally will be for sixty (60) calendar days, starting on November 8, 2018, and ending on January 6, 2019.

Requests for clarifications, questions and comments must be clearly labeled, “Written Questions for Bid No. 2018-01 and addressed to Margaret Monson, Associate Engineer, City of Canyon Lake. The City is not responsible for failure to respond to a request that has not been so labeled. **All questions must be put in writing and be received by the City no later than 5:00 PM on September 27, 2018.** Answers to questions will be provided to all those requesting the bid packet. Addenda will be posted on the website if necessary.

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

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

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

Anticipated Award Contract:	November 7, 2018
Anticipated Pre-Construction Meeting:	November 8, 2018, 8:00 a.m.
Anticipated Notice to Proceed:	November 8, 2018
Anticipated Contract Start Date:	November 8, 2018

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

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

At the time of contract award, the prime contractor shall possess a City of Canyon Lake Business License, a Class 'A' General Contractor License or Class 'C13' Fencing Contractor License with 'C31' Construction Zone Traffic Control Contractor. **In addition, the prime contractor and all subcontractors must be registered with the California Department of Industrial Relations.**

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

BID TERMS AND CONDITIONS/INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

REQUIREMENT TO MEET ALL BID PROVISIONS

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

BID RETENTION AND AWARD OF CONTRACT

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

INSPECTION OF SITES

Bidders must examine site and become acquainted with all conditions affecting the work. In submitting a bid, the bidder warrants that it has made such site examinations, as they deem necessary to determine the condition of the sites, accessibility to materials, workmen and equipment, and to determine the bidder's ability to protect existing surface and subsurface improvements. No claim for allowances – time or money – will be allowed to such matters. Site inspection is the responsibility of the contractor.

BID WITHDRAWAL, LATE SUBMISSIONS, PUBLIC BID OPENING

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

SUBMISSION OF ONE BID ONLY

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

NON-COLLUSION AFFIDAVIT

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

CONTRACT DOCUMENTS IDENTIFIED

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

COMMUNICATIONS REGARDING BID

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

INTERPRETATION OF DOCUMENTS

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

ADDENDA

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

REQUIREMENT TO BID ON THE ENTIRE WORK

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

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

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

EXTRA WORK AND EMERGENCY WORK

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

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

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

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

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

COMPARISON OF BID PROPOSALS

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

AWARD OF CONTRACT

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

BID PROPOSAL GUARANTY

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

bonds if awarded the contract.

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

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

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

DISQUALIFICATION OF BIDDERS

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

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

COMPETENCY OF BIDDERS

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

LICENSES AND CERTIFICATES REQUIRED

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

- City of Canyon Lake Business License
- Class 'A' General Contractor License
- Class 'C13' Fencing Contractor License with 'C31' Construction Zone Traffic Control Contractor

SIGNATURE

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

ALTERING BID PROPOSALS

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

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

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

BID PROPOSAL SUBMISSION – INSTRUCTIONS FOR A COMPLETE PACKAGE

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

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

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

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

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

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

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

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

BID PROTEST PROCEDURES

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

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

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

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

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

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

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

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

EXECUTION OF CONTRACT

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

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

LISTING SUBCONTRACTORS

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

BID DEPOSIT RETURN

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

“OR EQUAL”

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

EMPLOYMENT OF APPRENTICES

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

SCOPE OF WORK

The contract work for this project shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary to perform the required fence removal, material disposal, construction of concrete footings, concrete coring and grouting and fence construction and installation along sections of Railroad Canyon Road in the City of Canyon Lake. The contractor shall provide traffic control plans and furnish and install temporary chain link fencing as needed. The construction and completion of the project as indicated above shall be in accordance with all City, Building, Electrical, and Plumbing Codes, the Standard Specifications for Public Works Construction, the Standard Drawings, and the Plans and Specifications as prepared for this project.

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein. Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

TEMPORARY SUSPENSION OF WORK

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

CONFERENCES AND MEETINGS

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

ALTERATIONS AND ADDITIONS

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

PAYMENTS

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

CERTIFIED PAYROLL

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

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

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

INDEMNIFICATION - See the provisions of the Agreement

AWARD AND EXECUTION OF CONTRACT

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

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

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

HOURS OF WORK

The Contractor shall accomplish all construction work between the hours of 7:00 AM and 5:00 PM during the normal workweek, Monday through Friday, and Saturday between 8:00 AM and 4:00 PM.

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

ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

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

FORMS

CONTRACTOR'S PROPOSAL

Date _____ 20_____

To the City of Canyon Lake:

The Undersigned hereby declares:

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

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

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

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

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

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

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

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

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

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

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

Print Name of Bidder

Street Address

City

Zip Code

Telephone Number

Signature of BIDDER

BID SCHEDULE

SPECIFIC TERMS AND CONDITIONS

Pursuant to the Notice Inviting Bids, the undersigned hereby proposes and agrees that on award by the City under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for **RAILROAD CANYON ROAD FENCE REPAIR PHASE II, Project No. 2017-XX**, in accordance with the Scope of Work and Specifications therefore adopted and on file with the City within the time hereinafter set forth and at the prices named in this Bid as follows:

BASE BID

ITEM NO.	QTY		DESCRIPTION	UNIT PRICE	TOTAL
1	1	LS	Prepare Traffic Control Plans and Provide All Traffic Control Devices and Equipment for Required Lane Closure.		
2	2355	LF	Remove and Dispose of Existing Steel Fencing.		
3		EA	Remove and Replace Concrete Footing, Install Steel Sleeve.		
4	295	EA	Core Wall/Curbing, Insert and Grout 36" Steel Sleeve.		
5	2355	LF	Furnish, Assemble and Install 3-Rail Steel Fencing with Ring Ornamentation.		
6	1	LS	Install Temporary Fencing Where Existing Fencing is Removed		

Sub Total Item 1 - 6 \$ _____

TOTAL AMOUNT BASE BID IN FIGURES \$ _____

TOTAL AMOUNT BASE BID IN WORDS _____

BID PROPOSAL FORM

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____

_____ as principal, and

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

In no case shall the liability of the surety hereunder exceed the sum of \$ _____

_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above-mentioned bid to the City for column repair services specifically described as follows, for which bids are to be opened at the City of Canyon Lake, City Hall, on _____ [time] at _____ [address].

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____
day of _____, 20__

_____ (seal)

_____ (seal)

_____ (seal)

_____ (seal)
PRINCIPAL

_____ (seal)

_____ (seal)
SURETY

_____ (seal)
ADDRESS

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

SUBCONTRACTOR LIST

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

Name of Subcontractor on License	Address of Office	License Number	Work to be completed by subcontractor

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

Dated

BIDDER Signature

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

_____, being first duly sworn,
deposes and says:

That he is _____ of,

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

Signature

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

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20____

Signature of Officer Administering Oath
(NOTARY PUBLIC)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

_____, being first duly sworn,
deposes and says:

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

Signature

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

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20__

Signature of Officer Administering Oath
(NOTARY PUBLIC)

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said contract has been awarded and is about to enter into the annexed contract with said CITY for consideration of the work under the specification entitled **RAILROAD CANYON ROAD FENCE REPAIR – PHASE II, Project No. 2018-01** and is required by said City to give this bond in connection with the execution of said contract.

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

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

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

_____ day of _____, 20____.

PRINCIPAL

SURETY

BY: _____
(SEAL)

BY: _____
(SEAL)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contract has been awarded and is about to enter into the annexed contract with said City for construction of the work under the City's specification entitled **RAILROAD CANYON ROAD FENCE REPAIR – PHASE II, Project No. 2018-01** required by said City to give this bond in connection with the execution of said contract.

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

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

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

day of _____, 20____.

PRINCIPAL

SURETY

BY: _____
(SEAL)

BY: _____
(SEAL)

SPECIFICATIONS

SECTION 1 - GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Hours of Labor: Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City, \$25.00 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees shall be permitted upon compensation for all hours worked in excess of 8 hours per day and/or 40 hours

per week at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

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

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

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

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

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

- D. Contractor's Licensing Laws: Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors.
- E. Apprentices: Attention is directed to the provisions of Section 1777.5 and section 1777 .6 of the labor code concerning the employment of apprentices by the contractor or any such subcontractor under him. The Contractor and any

subcontractor under him shall comply with the requirements of said sections in the employment of apprentices. Apprentices engaged in the work shall be employed by the contractor or subcontractor only in strict conformity with applicable law, rule or regulation governing the employment of apprentices, including without limitation, Labor Code 1777 .5. Employment of apprentices in violation of Labor Code 1777 .5 may result in the imposition of sanctions and penalties pursuant to Labor Code 1777.7.

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

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

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

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

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

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

7-3 "Contractor's Liability and Insurance"

- 7-3.1 Contractor's Liability: The City, its Council, Engineer, employees or agents shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work, except willful misconduct of City, or its agents, servants, or independent Contractors directly responsible to.

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

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

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

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

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

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

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

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

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

The cost and expense of said labor and material, together with the cost and expense of such repairs as may be deemed necessary, shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefore, duly certified by the engineer, then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due, or

which become due said Contractor. Failure of the City, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

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

- 10.3 Guarantees: Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the City and shall repair and replace any and all such work by the City and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from date of acceptance, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within a week after being notified in writing, the City hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.
9. "Environmental Provisions" The Contractor shall, as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows: In the event Contractor is required to dig any trench or excavation that extends deeper than four feet below the surface in order to perform the work authorized under this contract, Contractor agrees to promptly notify City in writing and before further disturbing the site if any of the conditions set forth below are discovered:
- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.
 - (a) City agrees to promptly investigate the conditions, and if City finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this Contract.
 - (b) That, in the event a dispute arises between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled

completion date provided for in this Contract, but shall proceed with all work to be performed under the Contract.

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

SPECIFICATIONS

SECTION 2 - STANDARD PROVISIONS

PART I - STANDARD CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Provide and maintain in good order at one's work site, a complete set of contract prints. All changes to the contract shall be clearly recorded on this set of prints. At the end of the project, the contractor shall transfer all changes to one (1) set of prints for submission to the City Engineer.

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

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

SP-1-2.04 TIME LIMIT - The work specified herein shall be completed over thirty (30) calendar days after commencement date given in the Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SP-1-5.00 UTILITIES - The existence and location of utility structures and facilities are shown on the plans or in the Special Provisions according to records and information available to the City. Attention is called to the fact of the possible existence of other utility facilities or structures not known to the City or in a location different from that shown on the plans or in the Special Provisions. The contractor is required to ascertain the location of all underground utility structures and facilities prior to doing work that may damage such structures and facilities, including those not shown, or interfere with their service and to take such precautionary measures in the course

of said work to prevent such damage or interference. Attention is invited to Section 5 of the Greenbook Specifications. If the contractor, while performing the work under the contract, discovers utility structures or facilities not identified in the plans or specifications or shown differently, he shall immediately notify the City in writing of such discovery and allow the City 48 hours to advise. Contractor shall continue with his work on other areas and provide utility purveyors adequate time to resolve the conflict or continue work if in the opinion of the City and utility purveyors, the construction will not impact these utilities.

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

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

SP-1-6.02 BEGINNING OF WORK - The contractor shall begin work in December 2016. If for some reason the City does not authorize the work to begin in December 2016, the work shall begin on the date specified by the City.

SP-1-6.03 TIME OF COMPLETION - The contract time shall commence upon the date of issuance of the Notice to Proceed and shall continue for a period stated in the Proposal. The contractor shall diligently prosecute the project and complete all work within the contract time. Contractor agrees that failure to complete the project within the contract time shall subject him to the liquidated damages provided herein. Attention is invited to Section 6-7 of the Greenbook Specifications.

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

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

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

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

Attention is invited to the provisions of Section 6-3 of the Greenbook Specifications. Upon receiving notice of such suspension, the contractor shall discontinue said work, or such parts of it as the City may designate. Upon such suspension the contractor's control shall terminate and thereupon the City or its duly authorized representative may take possession of all or any part of the contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, equipment and appliances at the contractor's expense as may be necessary for the proper conduct of the work and for completion, employ other parties to carry the contract to completion, or may employ the necessary workman, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City may deem proper; or the City may annul and cancel the contract and relate the work or any part thereof. Any excess cost arising therefrom over and above the contract price shall be charged against the contractor and his sureties, who shall be liable therefore. In the event of such suspensions, all monies due the contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the contractor or his sureties from liability for failure to fulfill the contract. The contractor and his sureties shall be credited with the amount of money so forfeited toward any excess of cost over the above contract price, arising from the suspension of the operation of the Contract and the completion of the work by the City as above provided, and the contractor shall be so credited with any surplus remaining after all just claims for such completion have been paid.

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

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

contractor or by a combination of such methods. In any event, the cost of the completion of said work shall be a charge against the contractor and his Surety and may be deducted from any money due or becoming due from the City, and if the sums due under the contract are insufficient, said contractor and/or his Surety shall pay' to the City within five (5) days after the completion of the work all of such cost in excess of the contract price.

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

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

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

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

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

decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawing, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the contractor shall forthwith report the same to the Engineer in writing.

SP-1-7.01 ASSUMPTION OF RISK - During the progress of the work, the City of Canyon Lake will not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; for damage to adjoining property from any cause which might have been prevented by the contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the contractor having control over such work must properly guard. The contractor shall be responsible for any damage to any person or property resulting from defects or obstructions or from any causes whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Canyon Lake and/or its officers and/or its employees from all suits or actions of every name and description, brought for, or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, his agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the contractor or his agents.

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

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

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

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

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

City inspectors work from 8:00 a.m. until 5:00 p.m., Monday through Friday. Inspections outside these hours and legal holidays may be available through appointments approved by City Engineer only, and inspector's time will be billed to the contractor at the rate of \$85.00 per hour. This does not apply for work at intersections where the traffic control plans call for work to take place outside of these hours.

SP-1-7.06 CONTRACTOR'S REPRESENTATIVE - On or before the preconstruction meeting, the contractor shall designate, in writing, a representative who shall have complete authority to act for him. An alternate representative may also be designated. The representative

or alternate shall be present at all times at the worksite whenever work is in progress or whenever actions of the elements require his presence to take measures necessary to protect the work, persons or property. Attention is invited to Section 7-6 of the Greenbook Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

Convenience of residents along the street or in the vicinity of the project site shall be provided for as far as practicable. Convenience access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SP-1-7.15 ADVANCE NOTIFICATION - It shall be the contractor's responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to said agency. A minimum of

forth-eight (48) hours advance notice shall be given to the various agencies before beginning construction in the area, unless specific advance times and requirements are stated in these detailed specifications or required by the agency.

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

Southern California Edison Company	(909) 925-5999
Southern California Gas Company	(800) 662-9777
Eastern Municipal Water District	(909) 928-3777
Frontier Communications	(800) 483-5000
Spectrum	(951) 232-3664
Elsinore Valley Municipal Water District	(909) 674-3146

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

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

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

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

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

PART II -STANDARDS CONSTRUCTION DETAILS

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

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

SP-2-3.00 TIME OF COMPLETION - The work shall be completed over two (2) calendar months from issuance of the Notice to Proceed. The time stated for completion includes final cleanup and any testing required. Additional days will be given for days classified as "rain days" by the City Engineer.

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

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

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

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

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

- A. Bid Specification Package
- B. Standard Specifications for Public Works Construction (Greenbook Specifications)

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

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

SP-2-10.00 SITE INSPECTION AND VERIFICATION OF EXISTING CONDITIONS - It shall be the Contractor's responsibility to make all examinations, and field studies necessary, both

surface and sub-surface, to determine the character of materials and geologic and soils conditions that will be encountered in the work and to fully determine all existing conditions affecting the project and all related cost factors.

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

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

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

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

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

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

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

SP-2-15.00 DUST ABATEMENT - The Contractor shall furnish all labor, equipment and means required and shall carry out protective measures wherever and as often as necessary in the opinion of the Engineer to prevent his operations from producing dust in amounts damaging to property or causing nuisance. The Contractor shall be responsible for any damage resulting from dust originating from his operations. The dust abatement measures shall be continued until the Contractor has completed the work and the work is accepted by the City whereby he is relieved of further responsibility. All compensation to be received for dust abatement shall be

included in the unit price paid for other items of work listed on the Bid Form and no additional allowance will be made therefore.

SP-2-17.00 COOPERATION BETWEEN CONTRACTORS - The Contractor shall be required to cooperate fully with all utility and public agency representatives engaged in construction, relocation, altering or otherwise re-arranging any facilities interfering with the progress of the work. Full compensation for any delay or inconvenience to the Contractor's operation due to such operations as described above shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

SP-02-18.00 DAILY CLEANUP AND ACCESS - At the completion of work each day, the Contractor shall leave the work area in a clean, safe condition. Access to all adjacent properties and driveways and intersections shall be maintained at all times.

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

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

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

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

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

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

The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment

due to the Contractor. However, if the City does take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SP-2-22.00 HOURS OF WORK - Except where otherwise noted, all work shall normally be performed between the hours of 7:00 a.m. and 5:00 p.m. on Monday thru Friday except holidays. The Contractor shall obtain the approval of the City Engineer if he desires to work outside of the hours stated herein. The Contractor shall reimburse the City for any inspection outside of the City's normal working hours at the rate of \$85.00 per hour.

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

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

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

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

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

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

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

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

SPECIFICATIONS

SECTION 3 – SPECIAL PROVISIONS

SP-3-1.00 REMOVAL AND DISPOSAL OF MATERIALS – All materials removed must be hauled away from the project site at the end of construction and legally disposed of and/or recycled at a site located outside the city limits of the Canyon Lake. Section 300-1.3 of the Standard Specifications for Public Works Construction shall apply. The Contractor shall recycle materials whenever possible.

Except as otherwise specifically authorized by the City Engineer, all self-propelled equipment used by the Contractor in excavation, breaking and removal operations for site improvements work shall be equipped with rubber tires.

The cost for this item will be included in all other items of work and no additional compensation will be paid.

SP-3-2.00 AVOIDANCE OF DUST NUISANCE – The Contractor shall take all necessary measures in order to avoid the nuisance of excessive dust resulting from the process of breaking, reconstructing and removing any materials on the project site. Such measures shall be employed for the duration of the contract work. Refer to Section 7-8.1 of the Standard Specifications for Public Works Construction (Green book).

The cost for this item will be included in all other items of work and no additional compensation will be paid.

SP-3-3.00 STORAGE OF MATERIALS IN PUBLIC STREETS – The Contractor shall comply with the requirements set forth in Section 7-10.2 of the Standard Specifications.

SP-3-4.00 MATERIALS AND METHODS ADDITIONS – References in this section refer to STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), latest edition, unless otherwise specified.

SP-3-5.00 MOBILIZATION – Mobilization shall comply with the requirements of Section 9-3.4, "Mobilization", of the Standard Specifications

The cost for this item will be included in all other items of work and no additional compensation will be paid.

SP-3-6.00 TRAFFIC CONTROL – Attention is directed to Section 7-10, "Public Convenience and Safety", of the Standard Specifications for Public Works Construction, Latest Edition and these Special Provisions.

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public. Convenience access to abutting properties shall be maintained whenever possible and as directed by the Engineer

At least ½ of the width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding

designated legal holidays, and when construction operations are not actively in progress on working days.

Contractor shall maintain at least one open lane of traffic in each direction during the entire construction process.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time.

The Contractor shall notify local authorities of his intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles. All places of business and residences along the streets that are within the limits of any work shall be notified by the Contractor in writing at least five (5) days prior to commencement of work. This notification shall explain the sequence of work and indicate any restrictions of access. Verbal notification shall be given to all places of business and residences at least 18 hours in advance of commencing work that will affect access to and from their properties.

TURNING MOVEMENTS – The Contractor shall post appropriate signs restricting turns when directed to do so by the Engineer

PARKING RESTRICTIONS – Unless otherwise provided herein, the Contractor may post temporary dated "NO PARKING" signs within the area of work as required to facilitate construction operations, subject to approval of the Engineer.

TRAFFIC LANES – Traffic lanes shall have a minimum width of 10 feet. A minimum shoulder width of 2 feet shall be provided adjacent to curbs, posts and other similar obstructions, and 5 feet shall be provided adjacent to any excavation, unless otherwise authorized by the City Engineer.

The cost for this item will be included in all other items of work and no additional compensation will be paid.

SP-3-7.00 PUBLIC CONVENIENCE – During the progress of work, adequate provisions shall be made by the Contractor to accommodate the normal vehicular and pedestrian traffic along streets, roads, highways and alleys immediately adjacent to or crossing the work, so as to cause a minimum of inconvenience to the general public. The Contractor shall furnish, install, and upon completion of the work, remove all signs and warning devices required for directing, protecting, and detouring the public during construction. Emergency vehicles shall be permitted access at all times to any street.

The cost for this item will be included in all other items of work and no additional compensation will be paid.

SP-3-8.00 REMOVE AND DISPOSE OF EXISTING STEEL FENCING – The contractor shall provide such material, equipment and methods as may be required to remove existing steel fence panels and posts at locations shown on the plans. The fence removal method shall be

determined based on existing conditions for each respective fence post. Removed fence posts and panels shall be stored at designated staging area.

All removed materials shall become property of the Contractor and shall be disposed of outside of the right-of-way in accordance with 300-2.2, "Unsuitable Materials", and Section 300-2.6, "Surplus Material", of the Standard Specifications.

The *Linear Foot* contract unit price paid for "Remove and Dispose of Existing Steel Fence" shall include full compensation for furnishing all labor, materials and equipment needed for doing all work involved in the removal of existing steel fencing and off-site disposal of material as directed by the Engineer no additional compensation will be allowed therefore.

SP-3-9.00 REMOVE AND REPLACE POST FOOTING AND INSTALL NEW FENCE POST – The contractor shall provide such material, equipment and methods as may be required to remove existing concrete fence post footing and construct new concrete footing with embedded fence post in accordance with the fence manufacturer's specifications at locations specified on the plans. The work shall also include excavation, backfill, compaction and off-site disposal of removed concrete footing and excess excavated materials. Upon completion, the disturbed areas shall be reinstated to their original conditions.

All removed materials shall become property of the Contractor and shall be disposed of outside of the right-of-way in accordance with 300-2.2, "Unsuitable Materials", and Section 300-2.6, "Surplus Material", of the Standard Specifications.

The *Each* contract unit price paid for "Remove And Replace Post Footing And Install New Fence Post" shall include full compensation for furnishing all labor, materials and equipment needed for doing all work involved in the necessary excavation, removal and replacement of existing concrete footings, backfill, compaction and off-site disposal of material as directed by the Engineer no additional compensation will be allowed therefore.

SP-3-10.00 CORE WALL/CURBING AND INSTALL POST FOOTING– The contractor shall provide such material, equipment and methods as may be required to core the existing wall or curbing to a minimum depth of 12" at locations of removed fence posts. Fence post installation shall conform to APWA Standard No. 600-2. Grout work shall be free of gaps, cracks and voids. At locations where an existing fence post is removed but not cored the remaining fence stub shall be ground down, the area grouted and resurfaced to match existing top of wall, and painted to match existing wall finish. Any damage to the wall or curbing from the coring operation shall be repaired by the contractor.

All removed materials shall become property of the Contractor and shall be disposed of outside of the right-of-way in accordance with 300-2.2, "Unsuitable Materials", and Section 300-2.6, "Surplus Material", of the Standard Specifications.

The *Each* contract unit price paid for "Core Wall/Curbing And Install Post Footing" shall include full compensation for furnishing all labor, materials and equipment needed for doing all work involved in the necessary coring, material extrication, fence post installation, concrete work, grouting and off-site disposal of extricated material as directed by the Engineer no additional compensation will be allowed therefore.

SP-3-11.00 FURNISH, ASSEMBLE AND INSTALL 3-RAIL STEEL FENCING WITH RING ORNAMENTATION– The contractor shall provide such material, equipment and methods as may be required to install 3-rail steel fencing with ring ornamentation at locations shown on the plans. Fencing shall be 8' x 5', commercial grade three rail panels. Top and bottom rails shall be 1.5" x 1.4375" x 14-gauge channels, pickets shall be ¾" square x 18-gauge, spaced with approximately 4" air space, and the posts shall be 7' x 2" sq. x 16-gauge steel. A ring adornment shall be installed between the top two rails. Steel fencing material for panels and posts shall conform to the requirements of ASTM A653/A653M. The fencing shall be installed level according to the plans on top of either masonry walls or concrete curbing with a bottom picket clearance of 2". The fence posts shall be installed to maintain a 5' fence height. The color shall be black with a multistage pretreatment application and e-coated with an epoxy primer and acrylic topcoat that will provide a minimum of 2 mil thickness coating and meeting ASTM Standards. There are some panels that are required to be sized to 4' wide x 5' high in order to meet existing terrain conditions. Fence assembly and installation shall conform to the manufacture's specifications for fabrication and installation.

The *Linear Foot* contract unit price paid for "Furnish, Assemble and Install 3-Rail Steel Fencing with Ring Ornamentation" shall include full compensation for furnishing all labor, materials and equipment needed for doing all work involved in the assembly and installation of 3-rail steel fencing as directed by the Engineer no additional compensation will be allowed therefore.

SP-3-12.00 INSTALL TEMPORARY FENCING– The contractor shall provide such material, equipment and methods as may be required to install temporary chain link fencing at locations where the existing fence is removed and the new fence panels are to be installed the next working day. Temporary chain link fencing shall be used to maintain a secure boundary during non-working hours.

The *Linear Foot* contract unit price paid for "Install Temporary Fencing" shall include full compensation for furnishing all labor, materials and equipment needed for doing all work involved in the erection and deconstruction of temporary chain link fencing as directed by the Engineer no additional compensation will be allowed therefore.

This Contract and Agreement, is made and effective this ____ day of _____ 2018, by and between the City of Canyon Lake, a California general law City ("CITY"), located at 31516 Railroad Canyon Road, Canyon Lake, CA 92587, and _____ ("CONTRACTOR").

WITNESSETH:

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

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for such services indicating that it has the requisite personnel and experience, and is capable of providing the deliverables for as the CITY as set out in the PROPOSAL FOR RAILROAD CANYON ROAD FENCE REPAIR – PHASE II;

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

**ARTICLE 1.
COMPELETE AGREEMENT**

A. The complete Agreement shall consist of the following component parts: This Agreement, and Amendments, if any; the Notice Inviting Bids; the Bid Terms and Conditions and Instructions to Bidders; the signed Bid Proposal, the Subcontractor List if a portion of the work is to be performed by a subcontractor, the non-collusion Affidavit, the accepted CONTRACTOR's bid, dated _____, 2018, including all attached documents; the required bond(s) fully executed, if any; each of the component parts of the bid documents; and the addenda, if any. Agreement between CITY and CONTRACTOR and the said other documents are as fully a part of this Agreement as if hereto attached or herein repeated.

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

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

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

**ARTICLE 2.
SCOPE OF WORK**

A. CONTRACTOR shall provide all labor, materials, equipment, and services required to perform the Statement of Work attached hereto as the RAILROAD CANYON ROAD FENCE REPAIR – PHASE II and incorporated herein by this reference.

Furthermore, CONTRACTOR shall perform the Statement of Work in accordance with the Bid Sheet attached hereto as RAILROAD CANYON ROAD FENCE REPAIR – PHASE II and incorporated herein by this reference.

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

ARTICLE 3.
TERM

This contract shall commence on November 8, 2018 and end on or before January 6, 2019. City has the option of extending the contract after this date, based on the performance of the Contractor. All work shall commence immediately upon receiving a written Notice to Proceed from the CITY.

ARTICLE 4.
MAXIMUM OBLIGATION

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

ARTICLE 5.
PAYMENT

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

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

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests that are not timely made in accordance with that Article. This agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

A deduction of five percent (5%) shall be made from the estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, and from the remainder there shall be further deducted any amounts due the City from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the City under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress estimate for that month.

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

ARTICLE 6.
PREVAILING WAGES

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

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

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

ARTICLE 7.
CONTRACTOR'S LICENSE

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

- City of Canyon Lake Business License
- Class 'A' General Contractor License
- Class C13 Fencing Contractor License with C31 Traffic Control License

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

CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 11. **INSURANCE**

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

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

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

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor 's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees,

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

Other provisions or requirements

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

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, their agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Contractor or CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their

right of recovery prior to a loss. Contractor hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

CITY's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. Contractor shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Contractor agrees to provide immediate notice to CITY of any claim or loss against contractor that includes CITY as a defendant. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. In the event of any loss that is not insured due to the failure of to

comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the CITY, or the CITY's employees as a result of such failure.

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

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

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

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

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

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

ARTICLE 12. **CHANGES**

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

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

Claims by the CONTRACTOR relating to the Project for (a) a time extension; (b) money or damages arising from work done by, or on behalf of, the CONTRACTOR on the Project for which payment is not expressly provided for or to which the CONTRACTOR is not otherwise entitled; or (c) an amount that is disputed by the CITY, with a value of Three Hundred Seventy Five Thousand Dollars and 00/100 (\$375,000.00) or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and California Public Contract Code Sections 20104 through 20104.6, incorporated by reference. Notwithstanding, statutory Govt. Code Claims procedures apply to any dispute that remains unresolved or to amounts in excess of this limit.

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

ARTICLE 14. **TERMINATION**

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

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

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

In addition to any other indemnification provisions of the Contract Documents, and specifically indemnifications for hazardous materials, Contractor shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY and its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly

understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

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

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

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

ARTICLE 16.
ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 17.
RECORD AUDIT

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

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

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

ARTICLE 19.
SUBSURFACE HAZARDOUS MATERIALS

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

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

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

C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law that pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20.
PROVISIONS REQUIRED BY LAW

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

ARTICLE 21.
LEGAL PROVISIONS

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

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

CITY OF CANYON LAKE

CONTRACTOR

Date: _____

Date: _____

By: City Manager

By: Contractor

EXHIBIT A

Public Contract Code Section 9204:

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

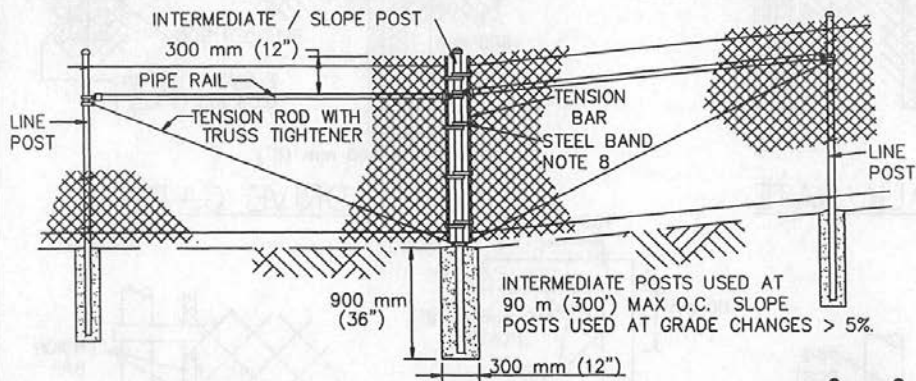
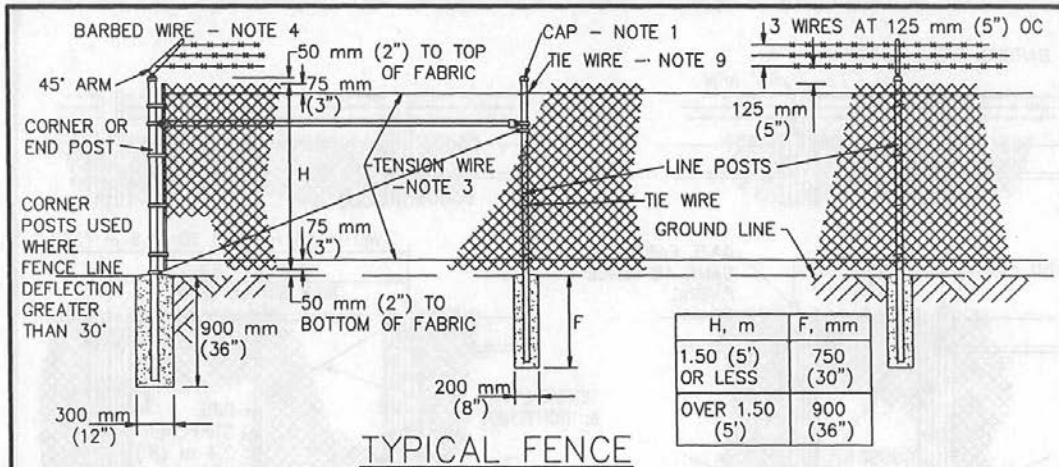
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor

in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

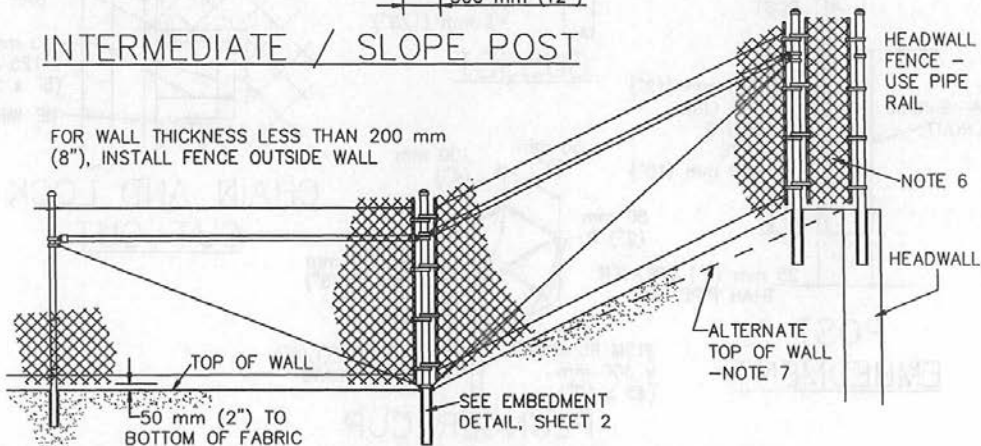
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable;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

STANDARD DRAWINGS



INTERMEDIATE / SLOPE POST

FOR WALL THICKNESS LESS THAN 200 mm (8"), INSTALL FENCE OUTSIDE WALL

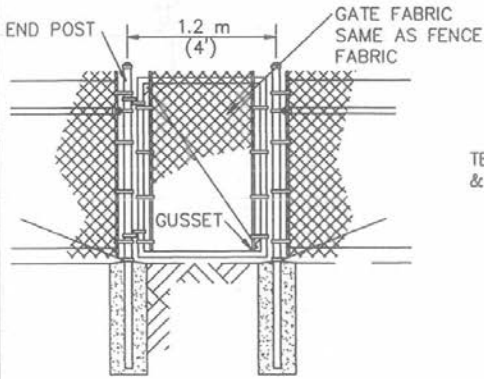
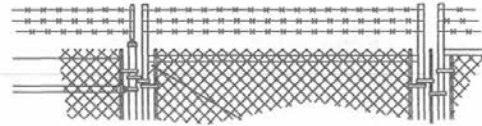
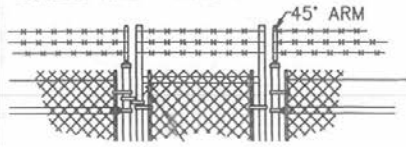


CHANNEL WALL AND WINGWALL AT HEADWALL

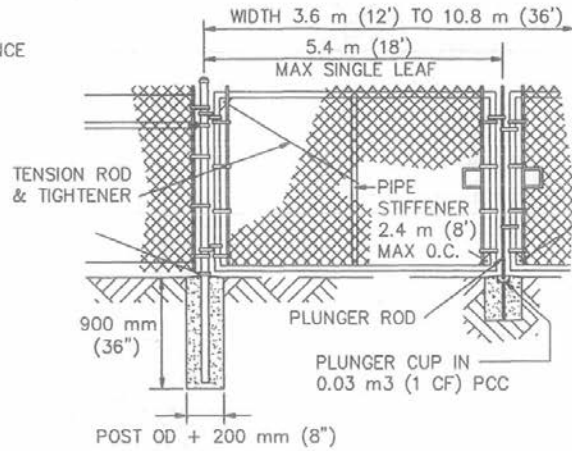
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

<small> PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2005 </small>	<h2 style="margin: 0;">CHAIN LINK FENCE AND GATES</h2> <p style="font-size: small; margin: 0;">USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION</p>	<small> STANDARD PLAN METRIC 600-2 SHEET 1 OF 3 </small>
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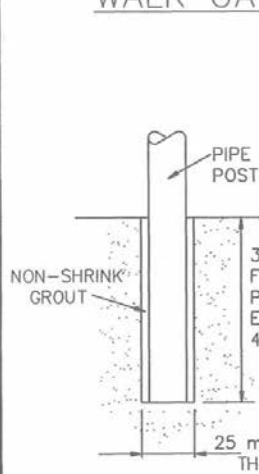
BARBED WIRE - NOTE 4



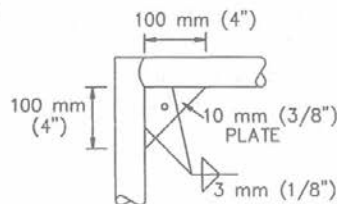
WALK GATE



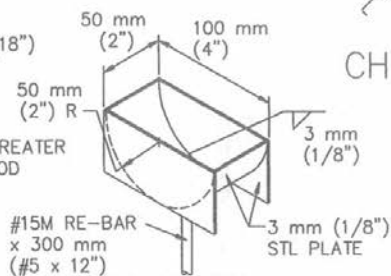
DRIVE GATE



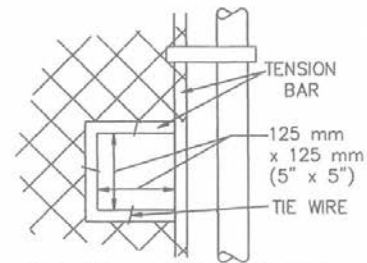
POST EMBEDMENT



GUSSET



PLUNGER CUP ISOMETRIC



CHAIN AND LOCK CUT-OUT

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CHAIN LINK FENCE AND GATES

STANDARD PLAN METRIC

600-2

SHEET 2 OF 3

NOTES:

1. SECURE DRIVE-FIT GALVANIZED CAP TO POST WITH 6 mm (1/4") ROUND-HEAD RIVET.
2. H DENOTES FABRIC WIDTH AND NOMINAL FENCE HEIGHT. H = 1.5 m (5') UNLESS OTHERWISE NOTED.
3. IF FENCE WITH TOP RAIL IS SPECIFIED, DELETE STEEL TENSION WIRE AT TOP, AND PIPE RAILS AT INTERMEDIATE, SLOPE, END AND CORNER POSTS. EXTEND TENSION ROD TO TOP RAIL.
4. BARBED WIRE SHALL BE USED ONLY WHEN SPECIFIED.
5. POST SPACING IS MAXIMUM 3.0 m (10').
6. FILL CLEAR OPENINGS GREATER THAN 75 mm (3") WITH FABRIC. FOR OPENINGS LESS THAN 450 mm (18"), TIE FABRIC TO POSTS.
7. USE ONE POST FOR COMBINED SLOPE AND CORNER POST IF TOP OF CHANNEL WALL IS CONSTRUCTED AS SHOWN FOR "ALTERNATE".
8. STEEL BANDS AT TENSION BARS SHALL BE 3 mm X 25 mm (1/8" x 1"), MINIMUM, SPACED AT MAXIMUM 400 mm (16").
9. SECURE TENSION WIRES TO EACH LINE POST WITH TIE WIRES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CHAIN LINK FENCE AND GATES

STANDARD PLAN
METRIC

600-2

SHEET 3 OF 3

ATTACHMENT 3



CONSTRUCTION NOTES:

- REMOVE AND DISPOSE OF EXISTING STEEL FENCING.

QUANTITY OF PANELS TO BE REPLACED	WIDTH OF PANELS (FT)
4	4
82	8

LOCATIONS TO BE FIELD VERIFIED WITH INSPECTOR
- REMOVE EXISTING FENCE POST FOOTING AND INSTALL NEW FENCE POST & FOOTING PER APWA STD. NO. 600-2.

QUANTITY OF POSTS TO BE REPLACED
62

LOCATIONS TO BE FIELD VERIFIED WITH INSPECTOR
- FURNISH, ASSEMBLE AND INSTALL 3-RAIL STEEL FENCING WITH RING ORNAMENTATION AND 2' SQUARE X 8" X 16 GAUGE STEEL POSTS PER MANUFACTURER'S SPECIFICATIONS.
- INSTALL TEMPORARY FENCING WHERE EXISTING FENCING IS REMOVED.
- PROVIDE ALL TRAFFIC CONTROL DEVICES AND EQUIPMENT FOR REQUIRED LANE CLOSURE.
- GATES 3 AND 4 ARE TO BE REMOVED AND REPLACED, ALL OTHER GATES AND POSTS ARE TO REMAIN.
- EXISTING POST TO REMAIN. CUT EXISTING TAPERED FENCE PANEL, PATCH AND WELD HOLES IN EXISTING POST AND PAINT IN PLACE. INSTALL NEW FENCE PANEL PER NOTE 3.
- THE LOCATION OF EXISTING UTILITIES ARE NOT NECESSARILY SHOWN ON PLANS AND MUST BE FIELD VERIFIED BY CONTRACTOR PRIOR TO CORING AND EXCAVATION OPERATIONS.



Underground Service Alert
 Call: TOLL FREE
811
 TWO WORKING DAYS BEFORE YOU DIG

CITY OF CANYON LAKE
 31516 RAILROAD CANYON ROAD
 CANYON LAKE, CA 92587
 (951) 244-2955
 WEB SITE: CITYOFCANYONLAKE.ORG
 EMAIL: info@cityofcanyonlake.com

NO.	DESCRIPTION	DATE	BY

BENCHMARK:

DESIGNED BY:	MM	8/18
		DATE
DRAWN BY:	MM	8/18
		DATE
CHECKED BY:	DC	8/18
		DATE

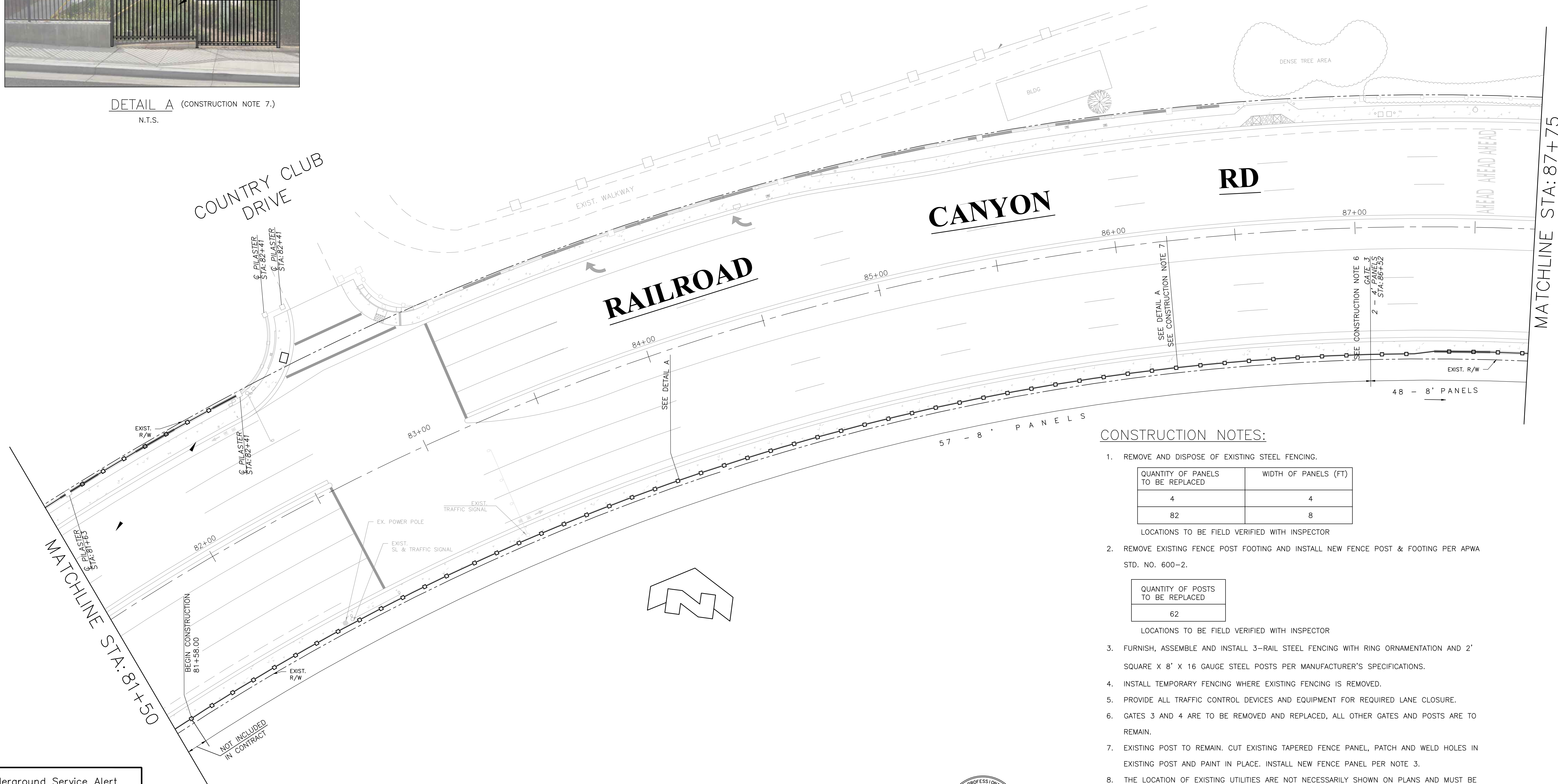
CITY OF CANYON LAKE
 PLAN SHEET
FENCE REPAIR PHASE 2

PROJECT NUMBER: _____ SCALE: 1"=20'

SHEET **1** OF **3**



DETAIL A (CONSTRUCTION NOTE 7.)
N.T.S.



CONSTRUCTION NOTES:

- REMOVE AND DISPOSE OF EXISTING STEEL FENCING.

QUANTITY OF PANELS TO BE REPLACED	WIDTH OF PANELS (FT)
4	4
82	8

LOCATIONS TO BE FIELD VERIFIED WITH INSPECTOR
- REMOVE EXISTING FENCE POST FOOTING AND INSTALL NEW FENCE POST & FOOTING PER APWA STD. NO. 600-2.

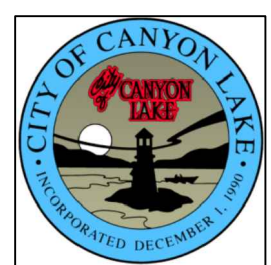
QUANTITY OF POSTS TO BE REPLACED
62

LOCATIONS TO BE FIELD VERIFIED WITH INSPECTOR
- FURNISH, ASSEMBLE AND INSTALL 3-RAIL STEEL FENCING WITH RING ORNAMENTATION AND 2' SQUARE X 8' X 16 GAUGE STEEL POSTS PER MANUFACTURER'S SPECIFICATIONS.
- INSTALL TEMPORARY FENCING WHERE EXISTING FENCING IS REMOVED.
- PROVIDE ALL TRAFFIC CONTROL DEVICES AND EQUIPMENT FOR REQUIRED LANE CLOSURE.
- GATES 3 AND 4 ARE TO BE REMOVED AND REPLACED, ALL OTHER GATES AND POSTS ARE TO REMAIN.
- EXISTING POST TO REMAIN. CUT EXISTING TAPERED FENCE PANEL, PATCH AND WELD HOLES IN EXISTING POST AND PAINT IN PLACE. INSTALL NEW FENCE PANEL PER NOTE 3.
- THE LOCATION OF EXISTING UTILITIES ARE NOT NECESSARILY SHOWN ON PLANS AND MUST BE FIELD VERIFIED BY CONTRACTOR PRIOR TO CORING AND EXCAVATION OPERATIONS.

Underground Service Alert



TWO WORKING DAYS BEFORE YOU DIG



CITY OF CANYON LAKE
31516 RAILROAD CANYON ROAD
CANYON LAKE, CA 92587
(951) 244-2955

WEB SITE: CITYOFCANYONLAKE.ORG
EMAIL: info@cityofcanyonlake.com

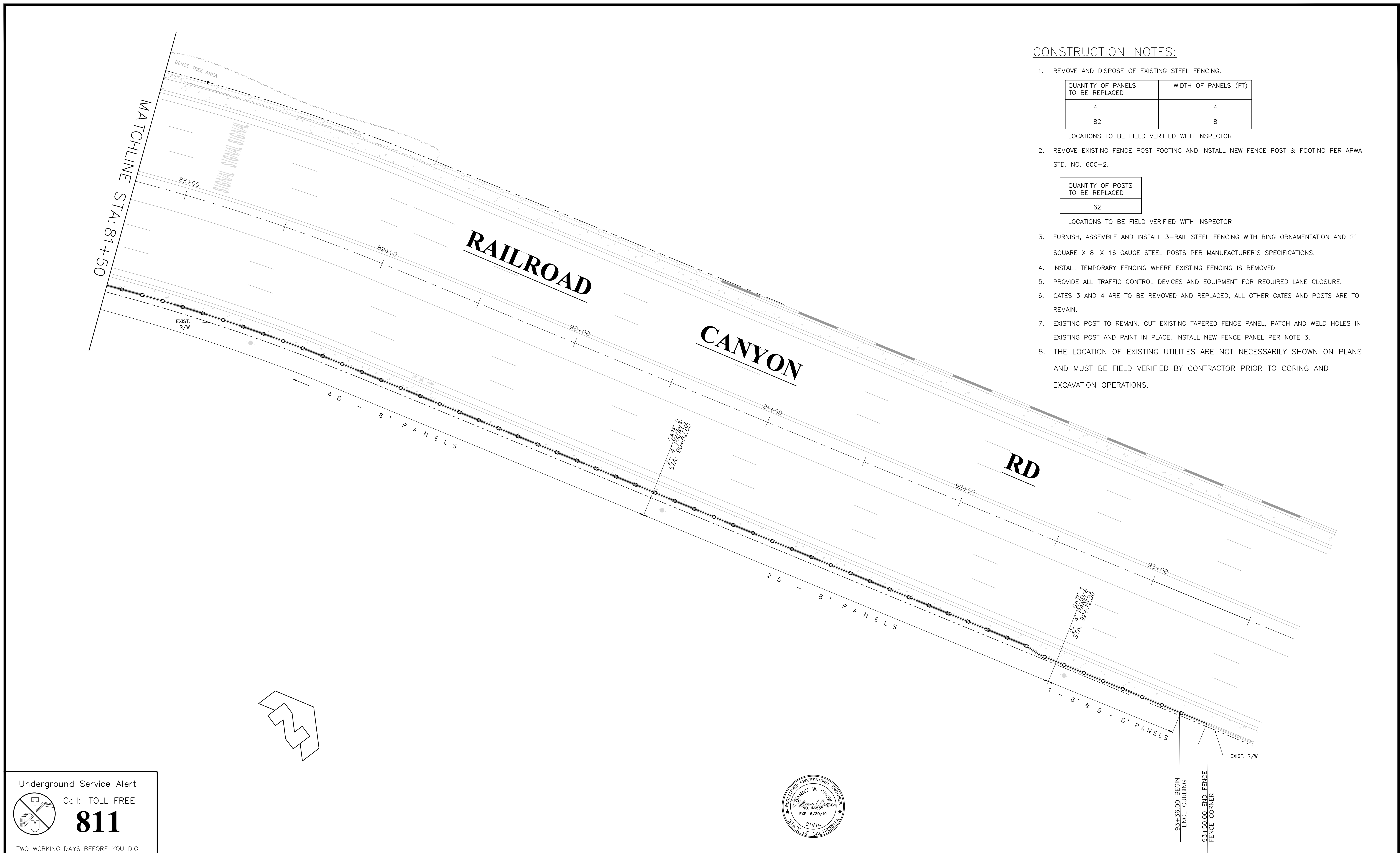
NO.	DESCRIPTION	DATE	BY

BENCHMARK:

DESIGNED BY:	MM	8/18
		DATE
DRAWN BY:	MM	8/18
		DATE
CHECKED BY:	DC	8/18
		DATE

CITY OF CANYON LAKE	
PLAN SHEET	
FENCE REPAIR PHASE 2	
PROJECT NUMBER	SCALE: 1"=20'
SHEET 2 OF 3	





CONSTRUCTION NOTES:

1. REMOVE AND DISPOSE OF EXISTING STEEL FENCING.

QUANTITY OF PANELS TO BE REPLACED	WIDTH OF PANELS (FT)
4	4
82	8

LOCATIONS TO BE FIELD VERIFIED WITH INSPECTOR

2. REMOVE EXISTING FENCE POST FOOTING AND INSTALL NEW FENCE POST & FOOTING PER APWA STD. NO. 600-2.

QUANTITY OF POSTS TO BE REPLACED
62

LOCATIONS TO BE FIELD VERIFIED WITH INSPECTOR

3. FURNISH, ASSEMBLE AND INSTALL 3-RAIL STEEL FENCING WITH RING ORNAMENTATION AND 2' SQUARE X 8' X 16 GAUGE STEEL POSTS PER MANUFACTURER'S SPECIFICATIONS.
4. INSTALL TEMPORARY FENCING WHERE EXISTING FENCING IS REMOVED.
5. PROVIDE ALL TRAFFIC CONTROL DEVICES AND EQUIPMENT FOR REQUIRED LANE CLOSURE.
6. GATES 3 AND 4 ARE TO BE REMOVED AND REPLACED, ALL OTHER GATES AND POSTS ARE TO REMAIN.
7. EXISTING POST TO REMAIN. CUT EXISTING TAPERED FENCE PANEL, PATCH AND WELD HOLES IN EXISTING POST AND PAINT IN PLACE. INSTALL NEW FENCE PANEL PER NOTE 3.
8. THE LOCATION OF EXISTING UTILITIES ARE NOT NECESSARILY SHOWN ON PLANS AND MUST BE FIELD VERIFIED BY CONTRACTOR PRIOR TO CORING AND EXCAVATION OPERATIONS.

Underground Service Alert

Call: TOLL FREE
811

TWO WORKING DAYS BEFORE YOU DIG



CITY OF CANYON LAKE
31516 RAILROAD CANYON ROAD
CANYON LAKE, CA 92587
(951) 244-2955

WEB SITE: CITYOFCANYONLAKE.ORG
EMAIL: info@cityofcanyonlake.com

NO.	DESCRIPTION	DATE	BY

BENCHMARK:



DESIGNED BY: MM 8/18 DATE

DRAWN BY: MM 8/18 DATE

CHECKED BY: DC 8/18 DATE

CITY OF CANYON LAKE
PLAN SHEET
FENCE REPAIR PHASE 2

PROJECT NUMBER

SCALE: 1"=20'

SHEET 3 OF 3



BID OPENING MEETING

Project/Bid No: 2018-01 FENCE REPAIR - PHASE II **Date:** 10/2/2018 **Time:** 10:00 AM
Staff Present: Margaret Monson, Public Works Engineer; Ana Sauseda, Deputy City Clerk
Bids Opened by: Margaret Monson
Project Name: RAILROAD CANYON ROAD FENCE REPAIR - PHASE II **Number of** 0

BIDDER	ADDRESS	ADDENDUM(S)	ADDITIVE ALTERNATIVES	BONDS	NON-COLLUSION	BID AMOUNT
1 Harris Steel Fence Company, Inc.	8728 South San Pedro Street, Los Angeles, CA 90003	0	0			
2 ACE FENCE COMPANY	727 N Glendora Ave. La Puente, CA 91744	0	0	✓	✓	\$714,970.00
3 AB FENCE CO	1130 WELLWOOD AVENUE, BEAUMONT, CA 92223	0	0	✓	✓	\$274,993.65
4 <i>Sudweeks Construction Inc</i>	<i>31506 Railroad Canyon Rd # 2-105 Canyon Lake Ca 92587</i>	<i>0</i>	<i>0</i>	<i>✓</i>	<i>✓</i>	<i>\$453,000.00</i>
5						
6						
7						
8						
9						
10						
11						
12						

Recorder: *Margaret Monson* **Date:** *10/1/18* **Engineers Estimate:** \$100,000

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

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

DATE: November 7, 2018

SUBJECT: City Council to give Authority to City Manager to Explore for and Retain Interim Building & Safety, Planning, and Engineering Services

Recommendation

For the City Council to give the City Manager the authority to explore for and retain Interim Building & Safety, Planning, and Engineering Services.

Background

On October 3, 2018, Charles Abbott & Associates (CAA) gave the City notice that they would be terminating the contract for services between the City and CAA. The effective date of the termination is December 14, 2018.

In order for there not to be a gap in services, the City needs to retain interim Building & Safety, Planning, and Engineering services. Staff has done some initial research into firms that provide these types of services.

Staff will inform the Council when a potential firm has been selected for interim services.

Fiscal Impact

Contract services for Building & Safety, Planning, and Engineering are included in the FY 2018-2019 annual budget. Staff will work to negotiate a fee structure similar to that which is in place now for CAA with the firm that will provide the interim services.

Attachments

1. Termination letter from Charles Abbott & Associates

ATTACHMENT 1

CAA *CHARLES ABBOTT ASSOCIATES, INC.*

October 3, 2018

Aaron Palmer, City Manager
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

SUBJECT: CONTRACT TERMINATION

Dear Mr. Palmer:

In accordance to the terms of our existing contracts to provide the City of Canyon Lake with professional services, Charles Abbott Associates is hereby giving the City our formal Notice of Termination of said contracts. Our last day providing service under these contracts will be on Friday, December 14th unless the City would like us to terminate our services sooner.

We have appreciated the work the City has given us these last several years. However, we feel that it is in our Company's best business interest at this time to end the contracts.

Sincerely,



Rusty Reed, President
Charles Abbott Associates, Inc.

*Charles Abbott Associates, Inc.
27401 Los Altos, Suite 220
Mission Viejo, CA 92691
(866) 530-4980*