



CITY OF EASTVALE

REGULAR CITY COUNCIL MEETING AGENDA

Eastvale City Hall Council Chambers
12363 Limonite Avenue, Suite 900, Eastvale, CA 91752
Regular City Council Meeting: 6:30 PM
Wednesday, April 9, 2025

City Councilmembers

Michael McMinn, Mayor
Jocelyn Yow, Mayor Pro Tem
Christian Dinco, Councilmember
Clint Lorimore, Councilmember
Todd Rigby, Councilmember

Mark Orme, City Manager

Erica Vega, City Attorney

Marc Donohue, Government Services Director/City Clerk

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or direction shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the City Council after the posting of this agenda are available for review at Eastvale City Hall, 12363 Limonite Avenue, Eastvale, CA 91752 or you may contact the City Clerk's Office, at (951) 361-0900 Monday through Thursday from 7:30 a.m. to 5:30 p.m. and available online at www.eastvaleca.gov.

Members of the public can observe the meeting by viewing the live-stream at www.eastvaleca.gov and may provide public comment by sending comments to the City Clerk's Office by email at cityclerk@eastvaleca.gov. Staff will monitor emails to the extent possible during the meeting and provide comments as possible. All comments will be made part of the record. Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Mayor's discretion to reduce time on public comment. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received before the agenda item is heard but before the close of the meeting, the comment will all be included as a part of the record of the meeting but will not be read into the record.

☐ In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at (951) 361-0900.

Regular meetings are recorded and made available on the City's website at www.eastvaleca.gov. Meeting recordings are uploaded to the City's website within 24 hours (unless otherwise noted) after the completion of the meeting.

1. CALL TO ORDER

2. ROLL CALL

3. CLOSED SESSION PUBLIC COMMENT

Any member of the public may address the Council on items within the Council's subject matter jurisdiction, but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person with a maximum of six minutes (time may be donated by one person). Please address your comments to the Council and do not engaged in dialogue with individual Council Members, City staff, or members of the audience. Blue speaker forms are available at the front table to the entrance of Council Chambers.

4. CLOSED SESSION ITEM(S)

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. ADDITIONS/REVISIONS

The City Council may only add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the agency subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Council. If there is less than 2/3 of the Council members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of each section unless otherwise noted.

8. PRESENTATIONS/ANNOUNCEMENTS

8.1. Recognition of the ERHS Boys Basketball Team

8.2. City Hall 101 Recognitions

9. AGENCY PARTNER UPDATES

10. PUBLIC COMMENT

Any member of the public may address the Council on items within the Council's subject matter jurisdiction, but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person with a maximum of six minutes (time may be donated by one person). Please address your comments to the Council and do not engaged in dialogue with individual Councilmembers, City staff, or members of the audience. Blue speaker forms are available at the front table to the entrance of Council Chambers.

11. CONSENT CALENDAR

Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. If a member of the public would like to speak on a Consent Calendar item, please complete a blue "Public Comment Form" and submit to the City Clerk prior to the item.

11.1. **City Council/Eastvale Parking Authority/Eastvale Public Financing Authority Meeting Minutes**

Submitted by: Marc A. Donohue, Government Services Director/City Clerk/Secretary

RECOMMENDED ACTION(S):

Staff recommends that the City Council approve the City Council/Eastvale Parking Authority/Eastvale Public Financing Authority meeting minutes from the regular meeting on March 26, 2025.

11.2. **Professional Services Agreement with Kosmont Realty for Surplus Land Act (SLA) Due Diligence Services**

Submitted by: Gustavo N. Gonzalez, Community Development Director

RECOMMENDED ACTION(S):

Staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement (PSA) with Kosmont Realty in an amount not-to-exceed \$50,000.00 to provide the city with Surplus Land Act (SLA) due diligence services.

11.3. **Adoption of the List of Prequalified Contractors to Bid on the Eastvale Civic Center Project**

Submitted by: Jimmy Chung, Public Works Director/City Engineer

RECOMMENDED ACTION(S):

Staff recommends that the City Council adopt the list of prequalified contractors to bid on the Eastvale Civic Center project.

12. PUBLIC HEARINGS

The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker's podium at the appropriate time, give your name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Councilmember. Public comment is limited to three (3) minutes each with a maximum of six (6) minutes (time may be donated by one speaker.)

13. CITY COUNCIL BUSINESS

14. CITY MANAGER/CITY STAFF REPORT

15. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

16. ADJOURNMENT

The next regular meeting of the Eastvale City Council is scheduled for Wednesday, April 23, 2025, at 6:30 p.m. at Eastvale City Hall Council Chambers, 12363 Limonite Avenue, Suite 900, Eastvale, CA 91752.

17. AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: City Hall, 12363 Limonite Avenue, Suite 910 and website of the City of Eastvale (www.eastvaleca.gov,) not less than 72 hours prior to the meeting.

Marc A. Donohue, MMC
City Clerk

MINUTES

CITY OF EASTVALE

CITY COUNCIL/EASTVALE PARKING AUTHORITY/EASTVALE PUBLIC FINANCING AUTHORITY MEETING

Wednesday, March 26, 2025

Regular Meeting: 5:30 PM

City Hall Council Chambers
12363 Limonite Avenue, Suite 900
Eastvale, CA 91752

1. CALL TO ORDER

The regular meeting of the Eastvale City Council/Eastvale Parking Authority/Eastvale Public Financing Authority Meeting was called to order at 5:30 p.m. by Mayor Pro Tem/Vice Chair Yow.

2. ROLL CALL

Present: Councilmembers/Board Members Christian Dinco, Clint Lorimore, Todd Rigby, and Mayor Pro Tem/Vice Chair Jocelyn Yow.

Absent: Mayor/Chair Mike McMinn

City Staff

Present: City Manager/Executive Director Mark Orme, City Attorney/General Counsel Erica Vega, and Government Services Director/City Clerk/Secretary Marc Donohue were present at Roll Call. Other staff members were present.

3. CLOSED SESSION PUBLIC COMMENT – None

4. CLOSED SESSION ITEM

- 4.1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Bradshaw v. City of Eastvale, et al. (Riverside County Superior Court, Case No. CVRI2205633)

At the conclusion of closed session, City Attorney Vega stated that there was no reportable action.

5. INVOCATION

Pastor James Turner from Eastvale Bible Church offered the invocation.

6. PLEDGE OF ALLEGIANCE

Councilmember Dinco led the Pledge of Allegiance.

7. ADDITIONS/REVISIONS – None

8. PRESENTATIONS/ANNOUNCEMENTS

8.1 Recognition of ERHS Girls Wrestling Team

Certificates were presented to the ERHS Girls Wrestling Team.

8.2 Introduction of Battalion Chiefs Matthew Diiullo and Eric Sauerwein

Battalion Chiefs Matthew Diiullo and Eric Sauerwein were introduced.

9. AGENCY PARTNER UPDATES – None

10. PUBLIC COMMENT – None

11. CONSENT CALENDAR

On motion of Councilmember/Board Member Rigby second by Councilmember/Board Member Dinco, the City Council/Eastvale Parking Authority/Eastvale Public Financing Authority voted unanimously by those present to approve the Consent Calendar.

11.1 City Council/Eastvale Parking Authority/Eastvale Public Financing Authority Meeting Minutes

The City Council/Eastvale Parking Authority/Eastvale Public Financing Authority approved the meeting minutes from the regular meeting on March 12, 2025.

11.2 Treasurer's Report: February 2025

The City Council received and filed the Treasurer's Report.

11.3 Planning Division Update

The City Council received and filed the Planning Division Update.

11.4 Public Works Department Update

The City Council received and filed the Public Works Department Update.

11.5 City of Eastvale Crime Statistics – January 2025

The City Council received and filed the Eastvale Crime Statistics for January 2025.

11.6 Professional Services Agreement with Apex Video Group LLC for Annual Video Production Services

The City Council authorized the City Manager to execute a contract with Apex Video Group LLC for annual video production services in the amount of \$50,000 plus a contingency amount of \$5,000 for a total not to exceed \$55,000 per fiscal year for an initial three-year term with two, one-year extension options.

11.7 Initiate Proceedings for Annual Levy and Collection of Assessments for Landscape and Lighting Maintenance Districts, Benefit Assessment Districts, and Illumination Districts for Fiscal Year 2025-26

The City Council:

1. Approved and adopted Resolution 25-12, Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of an Annual Report for Landscape and Lighting Maintenance Districts No. 89-1 Consolidated, No. 2014-1, No. 2014-3, No. 2014-4, Illumination District No. 2 (Subareas: 35, 42, 46, 49, and 55), Lighting Maintenance District No. 98-2, Lighting Maintenance District No. 2001-1 (Zones: G and S), Lighting Maintenance District No. 2001-2 (Zones: A-H, J-K, and M), and Lighting Maintenance District No. 2001-3 (Zones: A-MMM); For Fiscal Year 2025-26; and
2. Approved and adopted Resolution 25-13, Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of an Annual Report for Benefit Assessment District No. 2014-2 for Fiscal Year 2025-26.

11.8 Sixth Cycle (2021-2029) Annual Housing Element Progress Report (APR) for the 2024 Reporting Period

The City Council:

1. Received and filed the 2024 Annual Housing Element Progress Report; and
2. Directed staff to submit the 2024 Annual Housing Element Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR).

11.9 Budget Appropriation for the 2024-25 Community Development Block Grant Program Year

The City Council:

1. Approved and adopted Resolution 25-14, amending the 2024-25 Fiscal Year Capital Improvement Budget for the 2024-25 program year Community Development Block Grant public services program from the U.S. Department of Housing and Urban Development through Riverside County; and
2. Authorized the City Manager to execute all necessary documents.

11.10 Support Letter to Open Additional Floors and Bed Space at the John Benoit Detention Center

The City Council approved a letter of support to the County of Riverside Board of Supervisors to open additional floors and bed space at the John Benoit Detention Center.

12. PUBLIC HEARINGS

12.1 Establishing a Community Facilities District (CFD) and Authorizing the Levy of Special Taxes Therein – Community Facilities District No. 2025-01 (Limonite)

Finance Director/City Treasurer Wells and Nick Dayhoff, NBS, presented the item and answered related questions.

Mayor Pro Tem Yow opened the public comment period. Hearing no response, Mayor Pro Tem Yow closed the public comment period.

On motion of Councilmember Rigby and second by Councilmember Dinco, the City Council voted unanimously to approve and adopt Resolution 25-15, Establishing the Formation of a Community Facilities District No. 2025-01 (Limonite).

On motion of Councilmember Rigby and second by Councilmember Dinco, the City Council voted unanimously to approve and adopt Resolution 25-16, Calling a Special Election for a Community Facilities District for Community Facilities District No. 2025-01 (Limonite).

12.2 Certificate of Correction to the Final Map for Tract No. 38594

Public Works Director/City Engineer Chung presented the item and answered related questions.

Mayor Pro Tem Yow opened the public comment period. Hearing no response, Mayor Pro Tem Yow closed the public comment period.

On motion of Councilmember Lorimore and second by Councilmember Dinco, the City Council voted unanimously to approve the Certificate of Correction to the Final Map for Tract No. 38594 (Phase A of the Eastvale Square Development).

13. CITY COUNCIL BUSINESS

13.1 Adoption of the 2025 Legislative Platform

Assistant to the City Manager Vasquez and Sharon Gonsalves, California Public Policy Group, presented a PowerPoint presentation and answered related questions.

Mayor Pro Tem Yow opened the public comment period. Hearing no response, Mayor Pro Tem Yow closed the public comment period.

On motion of Councilmember Dinco and second by Councilmember Rigby, the City Council voted unanimously to adopt the 2025 Legislative Platform.

14. CITY MANAGER/CITY STAFF REPORT

City Manager Orme provided an update on upcoming City events.

15. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

15.1 League of California Cities

No report was provided.

15.2 Southern California Association of Governments

No report was provided.

15.3 Western Riverside Council of Governments

No report was provided.

15.4 Riverside Transit Agency

Mayor Pro Tem Yow provided a report.

15.5 Northwest Mosquito and Vector Control District

Councilmember Lorimore provided a report.

15.6 Riverside County Transportation Commission

No report was provided.

15.7 Western Riverside County Regional Conservation Authority

No report was provided.

15.8 Finance Committee

No report was provided.

15.9 Eastvale Schools Committee

Councilmember Rigby provided a report.

15.10 Business and Development Success Ad-Hoc Committee

No report was provided.

15.11 Eastvale Legislative Ad-Hoc Committee

No report was provided.

15.12 Eastvale Community Services Ad-Hoc Committee

No report was provided.

15.13 City Council Communications

The City Council provided comments.

ADJOURNMENT – Mayor Pro Tem/Vice Chair Yow adjourned the regular meeting at 7:39 P.M. The next regular meeting of the Eastvale City Council Meeting is scheduled for Wednesday, April 9, 2025, at 6:30 P.M.

Marc A. Donohue, MMC
City Clerk

AGENDA STAFF REPORT

City Council Meeting

CONSENT CALENDAR

Agenda Item No. 11.2

April 9, 2025

Professional Services Agreement with Kosmont Realty for Surplus Land Act (SLA) Due Diligence Services

Prepared By:

Gustavo N. Gonzalez, Community Development Director

Recommended Action(s)

Staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement (PSA) with Kosmont Realty in an amount not-to-exceed \$50,000.00 to provide the city with Surplus Land Act (SLA) due diligence services.

Summary

City staff is evaluating city-owned property and seeks assistance with the disposition of publicly owned land, the Surplus Land Act (SLA) process, potential transaction strategies, and other due diligence services. Staff recommends a direct professional services procurement with Kosmont Realty in an amount not-to-exceed \$50,000 for these specialized services.

Background

City staff is in the process of evaluating city-owned property and seeks assistance from a reputable consulting firm with extensive experience with the disposition of publicly owned land, the Surplus Land Act (SLA) process, potential transaction strategies, and other due diligence services. Given the city's need for these specialized services, staff opted for a direct professional services procurement with Kosmont Realty in lieu of a formal Request for Proposals (RFP) process.

Surplus Land Act Process

The California Surplus Land Act (SLA), Government Code sections 54220 to 24234, requires local agencies to prioritize surplus public land for affordable housing, open space, and school use, mandating a process that includes declaring land surplus, issuing notices of availability, and engaging

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in good faith negotiations with interested parties, including affordable housing developers.

Before a local agency can take any action to dispose of (sell or lease) property, it must first declare the land as either "surplus land" or "exempt surplus land" in a public meeting, supported by written findings. Surplus land is land that is no longer needed for the agency's use. Exempt surplus land refers to land that is not subject to the standard SLA process due to specific circumstances or exemptions.

Once land is declared surplus, the local agency must issue a Notice of Availability (NOA) to notify interested parties, including the California Department of Housing and Community Development (HCD), any local public entity within the jurisdiction where the surplus land is located, developers who have notified HCD of their interest in developing affordable housing on surplus local public land, local park and recreation districts and departments, and school districts.

The NOA must state that the land is available for development of affordable housing with at least 25% affordable to lower-income households. A copy of the NOA must be sent to HCD for inclusion on HCD's Expression-of-Interest List.

After issuing the NOA, the local agency must engage in good faith negotiations with interested parties, prioritizing offers based on affordable housing criteria. If a mutually satisfactory sale price or lease terms cannot be agreed upon after a good faith negotiation period of not less than 90 days, the local agency may dispose of the surplus land without further regard to the SLA.

Local agencies are required to report a central inventory of all surplus land to HCD annually by April 1.

All dispositions of surplus land must be approved by HCD before the sale or lease can be finalized.

Kosmont Realty (KR)

KR is a brokerage services firm duly licensed by the California Department of Real Estate. KR works closely with Kosmont Companies, a nationally recognized expert in economic development and real estate projects involving government and private sector transactions and partnerships. This interaction gives KR brokers and agents access to real estate consultants, public sector deal structure experts, and public-private finance and economics expertise.

KR and Kosmont Companies have extensive experience working with local and State government on real estate transactions between public agencies and private parties and structured project financing involving public and private funding sources. Their diverse roles and experience in the real estate and financial industries have made them highly adaptable and skilled for various types of deals and assignments. Working with Eastvale city staff, KR scope of services to advise the City on SLA due diligence includes the following:

- *Project Kick-off:* To initiate the assignment, KR will meet with city staff to discuss planned future uses/reuses and/or development/disposition priorities for candidate properties, and additional sites as may be identified, to be considered for development/disposition, available market/property specific information (e.g., appraisals, market studies, zoning information, specific plans) and status of activities to date and anticipated timing. Candidate properties will

be mutually agreed upon and prioritized between KR and the city.

- *Initial Pre-Sale/Disposition Property Due Diligence and Regulatory Compliance Activities:* KR will conduct initial pre-sale/disposition property due diligence to identify existing market conditions and constraints affecting the potential marketability, sale, and development (e.g., zoning, adjacent uses, site configuration, known environmental condition) of the candidate properties as well as evaluate market value/pricing ranges, and potential options/approaches to productively advance the future sale and disposition and/or development of the candidate properties. KR will also consider potential regulatory requirements in conjunction with the city's legal counsel in connection with the sale and disposition of the candidate properties to satisfy compliance with the SLA and/or other legislative requirements as may be appropriate/required.
- *Surplus Land Act Process: Declaration & NOA:* KR will assist with preparation of the Surplus Land declaration and/or exemption. If the candidate properties are declared "surplus" by City Council, KR will prepare the Notice of Availability ("NOA") as well as coordinate and manage the solicitation process required by the SLA for candidate, which will require a 60-day noticing period for respondents.
- *Respondent Due Diligence/Public-Private Negotiations:* The SLA requires that the city negotiate in good faith with respondents that submit a notice of interest for a period of 90-days. KR can assist with reviewing notices of interest, evaluating proposals/offers submitted, and/or public-private transaction structuring/negotiations as may be required with the respondents for the sale/disposition of the candidate properties. KR can also assist the city with a presentation to the City Council that will seek authorization to proceed with prospective transactions, as mutually agreed upon between the city and KR.
- *Meetings:* Consultant will be available for up to four (4) presentations at virtual or in-person meetings, such as workshops or presentations with the Planning Commission or City Council. Additional public meetings, public/community hearings, and/or other requested meetings will be billed separately at the professional services (hourly) fees as shown on Exhibit "B" of the Agreement for Services (**Attachment 1**) and will be in addition to the stated budget contained herein, as may be required.
- *Real Estate Brokerage Services (Optional):* In compliance with the statutory and procedural disposition requirements of the California SLA and pursuant to Department of Real Estate (DRE) licensing requirements, the city and KR may enter into or authorize a direct, indirect and/or a cooperative broker relationship with other private sector and/or brokerages/brokers, as desired by the city and mutually agreed upon to leverage KR's collective expertise/resources, market knowledge, and transaction based relationships to successfully sell the candidate properties, while enabling and assisting brokerage activity by any and all brokers/brokerage service firms involved in the SLA exposure and disposition process, to maintain compliance with the sale regulations set forth by the SLA.

Environmental

Pursuant to Public Resources Code Section 21065 (CEQA Guidelines), this activity is not subject to environmental review under the California Environmental Quality Act (CEQA), as it does not

constitute a “project,” does not commit the City to a definite course of action, does not constitute discretionary approval of a specific project, and will not result in a direct or reasonably foreseeable indirect physical change in the environment, and in the alternative is exempt from CEQA as it falls within the “common sense” exemption set forth in CEQA Guidelines Section 15061(b)(3), excluding projects where “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” This determination reflects the City’s independent judgment and analysis. Individual projects as a result of this action will undergo CEQA analysis as necessary.

Strategic Plan Action - Priority Level: N/A | Target #: N/A | Goal #: N/A

Not applicable.

Fiscal Impact

The Community Development Department has \$10,000.00 in its FY 24/25 budget, in General Fund account 100-301-6490, for the requested SLA due diligence services. The remaining balance will be covered with the FY 25/26 Community Development Department budget. Authorizing the City Manager to execute a Professional Services Agreement with Kosmont Realty will result in a total General Fund fiscal impact of up to \$50,000.00.

Prior City Council/Commission Action

There is no prior City Council or Commission action on this item.

Attachment(s)

[Attachment 1 - Draft Professional Services Agreement](#)

AGREEMENT FOR SERVICES
[Surplus Land Act Due Diligence Services]

This Agreement for Services ("Agreement") is entered into as of this ____ day of April 2025 by and between the City of Eastvale, a municipal corporation ("City") and Kosmont Real Estate Services, a California corporation dba Kosmont Realty ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by direct negotiation, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement shall commence on the date first ascribed above and terminate on June 30, 2027.

SECTION 2. SCOPE OF SERVICES.

Contractor agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed fifty thousand (\$50,000.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), materials, equipment, supplies, and subcontractor contracts. Travel costs are included within Contractor's hourly labor rate and travel expenses shall not be separately billed. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this

Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All final work product developed by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to the Services, including expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars (\$10,000.00), this Agreement and the Contractor's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed

upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's personnel. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's personnel are in any manner officials, officers, or employees of City.

(c) Neither Contractor, nor any of Contractor's personnel shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor, its officers, employees, agents or subcontractors, may have to any such rights. Contractor's indemnity obligations in Section 16 "Indemnification" of this Agreement include the obligation to indemnify the City from and against any liability that may arise related to claims that Contractor, its officers, employees, agents or subcontractors, are entitled to retirement, health care or any other benefits that accrue to City employees. This provision shall survive the expiration or earlier termination of this Agreement.

SECTION 9. STANDARD OF PERFORMANCE.

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor

agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

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

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

Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a

Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, 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.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment"

of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Eastvale Gustavo Gonzalez, Community Development Director 12363 Limonite Ave., Suite 910 Eastvale, CA 91752
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To Contractor: Kosmont Realty
Larry J. Kosmont, President
1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Eastvale Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if it does not exceed the amount that may be approved administratively pursuant to the Eastvale Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

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

waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF EASTVALE

Mark Orme
City Manager

ATTEST:

Marc Donohue
City Clerk

APPROVED AS TO FORM

Erica Vega
City Attorney

KOSMONT REAL ESTATE SERVICES

Larry J. Kosmont
President

EXHIBIT "A"

SCOPE OF SERVICES

The consulting services that Kosmont Realty ("Contractor" or "KR") will provide will be of a relatively limited scope and duration, and advisory in nature. KR will be making recommendations only, which advise the City of Eastvale ("City" or "Client"), including their elected officials, appointed officials, and staff, which they can accept or reject. None of KR's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

Surplus Land Act Due Diligence Services

KR offers the following Tasks to advise the City on Surplus Land Act due diligence:

1. *Project Kick-off:* To initiate the assignment, KR will meet with the Client to discuss planned future uses/reuses and/or development/disposition priorities for candidate properties, and additional sites as may be identified, to be considered for development/disposition, available market/property specific information (e.g., appraisals, market studies, zoning information, specific plans) and status of activities to date and anticipated timing. Candidate properties will be mutually agreed upon and prioritized between KR and Client.
2. *Initial Pre-Sale/Disposition Property Due Diligence and Regulatory Compliance Activities:* KR will conduct initial pre-sale/disposition property due diligence to identify existing market conditions and constraints affecting the potential marketability, sale, and development (e.g., zoning, adjacent uses, site configuration, known environmental condition) of the candidate properties as well as evaluate market value/pricing ranges, and potential options/approaches to productively advance the future sale and disposition and/or development of the candidate properties.

KR will also consider potential regulatory requirements in conjunction with the Client's legal counsel in connection with the sale and disposition of the candidate properties to satisfy compliance with the SLA and/or other legislative requirements as may be appropriate/required.

Deliverable: KR will provide a brief memorandum summarizing the findings/observations regarding potential options/approaches in connection with future sale and/or disposition and development of the candidate properties.

3. *Surplus Land Act Process – Declaration & NOA:* KR will assist with preparation of the Surplus Land declaration and/or exemption. If the candidate properties are declared "surplus" by City Council, KR will prepare the Notice of Availability ("NOA") as well as coordinate and manage the solicitation process required by

the SLA for candidate, which will require a 60-day noticing period for respondents.

4. *Respondent Due Diligence/Public-Private Negotiations*: The SLA requires that the Client negotiate in good faith with respondents that submit a notice of interest for a period of 90-days. KR can assist with reviewing notices of interest, evaluating proposals/offers submitted, and/or public-private transaction structuring/negotiations as may be required with the respondents for the sale/disposition of the candidate properties.

KR can also assist the Client with a presentation to the City Council that will seek authorization to proceed with prospective transactions (as mutually agreed upon between Client and KR).

5. *Meetings*: Consultant will be available for up to four (4) presentations at virtual or in-person meetings, such as workshops or presentations with the Planning Commission or City Council. Additional public meetings, public / community hearings, and/or other requested meetings will be billed separately at the professional services (hourly) fees as shown on Exhibit “B” and will be in addition to the stated budget contained herein, as may be required.
6. *Real Estate Brokerage Services (Optional)*: In compliance with the statutory and procedural disposition requirements of the California SLA and pursuant to Department of Real Estate (DRE) licensing requirements, Owner and KR may enter into or authorize a direct, indirect and/or a cooperative broker relationship with other private sector and/or brokerages/brokers, as desired by Owner and mutually agreed upon to leverage KR’s collective expertise/resources, market knowledge, and transaction based relationships to successfully sell the candidate properties, while enabling and assisting brokerage activity by any and all brokers/brokerage service firms involved in the SLA exposure and disposition process, to maintain compliance with the sale regulations set forth by the SLA.

As such, KR can be flexibly engaged, as directed by Owner and mutually agreed upon, to perform brokerage tasks/assignments with and independent of other brokerages services firms retained by Owner or private sector entities, in soliciting, selecting, and negotiating with a preferred buyer(s)/developer(s) to effectuate the sale of the Properties. These brokerage activities could include structuring presentations and negotiations with the California Department of Housing and Community Development (HCD) to achieve notice of determination(s) and related sale procedural approvals, negotiation of purchase agreement documentation; coordination of escrow, title, and ultimate sale; and other transaction-based activities as may be required to close the transaction (as mutually agreed upon between KR and Owner). Compensation may include a share of commissions and/or fees as may be applicable and agreed upon.

Schedule and Required Data

Consultant is prepared to commence work upon receipt of executed Agreement. Client will provide KR with all existing Properties data including appraisals, market data, and/or other relevant data deemed appropriate by KR.

EXHIBIT "B"

COMPENSATION

Compensation shall be on a time and materials basis. Contractor shall use the rates below for all services provided under this Agreement. Total compensation, including professional services and reimbursable expenses, shall not exceed \$50,000.

Chairman & CEO/President	\$525.00/hour
Senior Managing Director/Senior Advisor	\$395.00/hour
Managing Director	\$295.00/hour
Senior Director/Senior Project Analyst	\$205.00/hour
Director/Project Analyst/Project Manager	\$195.00/hour
Project Promotion/Graphics/GIS Mapping Services/Research	\$95.00/hour
Clerical Support	\$80.00/hour

Additional Expenses

In addition to professional services (labor) fees:

1. An administrative fee for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Realty's professional service fees incurred; plus
2. Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
3. Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
4. For Third Party Vendor(s) retained on behalf of Client (with Client's advance approval), fees and costs will be billed to Client at 1.1X (times) fees and costs.
5. Except as referenced in Exhibit "A" above, Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic (e.g., Board of Supervisors, Planning Commission, Public Agency Board, other) requested by Client and are beyond those specifically identified in the Scope of Services will be billed at the professional services (hourly) fees as shown on this Exhibit "B".

Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. Contractor shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(1) Commercial General Liability. \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence.

(4) Professional Liability. \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

(3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

AGENDA STAFF REPORT

City Council Meeting

CONSENT CALENDAR

Agenda Item No. 11.3

April 9, 2025

Adoption of the List of Prequalified Contractors to Bid on the Eastvale Civic Center Project

Prepared By:

Jimmy Chung, Public Works Director/City Engineer

Recommended Action(s)

Staff recommends that the City Council adopt the list of prequalified contractors to bid on the Eastvale Civic Center project.

Summary

In March 2025, the Public Works Department initiated a contractor prequalification process in accordance with procedures established by the State Department of Industrial Relations to ensure that experienced and qualified contractors would be ready to bid for the construction of the Eastvale Civic Center. The prequalification package was published on PlanetBids on March 5, 2025, inviting general building contractors to submit their qualifications for review.

A total of eight (8) submittals were received on March 21, 2025. Each submittal was evaluated according to the objective criteria outlined in the Prequalification Questionnaire, and six (6) firms were deemed prequalified. Formal notification letters were sent to all participants on March 25, 2025, via mail and email. No appeals were received. The final list of prequalified contractors is provided below, in alphabetical order:

1. Bernards Bros, Inc.

2. Clark Construction Group
3. McCarthy Building Companies, Inc.
4. PCL Construction Services, Inc.
5. Swinerton Builders
6. Whiting-Turner Contracting Company

Adopting the list of prequalified contractors will conclude the prequalification process and allow the project to move forward with the issuance of bid documents.

Background

The City is using the design-bid-build project delivery method to design and construct the Eastvale Civic Center project. This approach requires the City to select an architectural firm to design the building, then select a general contractor to construct the building, through a competitive process. State law requires that public works projects such as the design and construction of the new Civic Center follow certain procedures, including regarding vendor selection, to help achieve transparency and cost effectiveness. One requirement is that the City must accept the bid (proposal) of the general contractor that provides the lowest cost responsive, responsible bid to construct the building. A responsive bid is one that fully complies with all of the bid requirements, and a responsible bidder is one whose past performance, reputation, and financial capability is deemed acceptable.

Since the Second World War, the California Legislature has required cities to competitively bid construction projects. Statutes requiring competitive bidding were enacted for the purpose of inviting competition, guarding against favoritism, fraud, and corruption, and securing quality work or supplies at the lowest price practicable.

The responsive, responsible bid requirement identifies firms that are at least minimally qualified to perform the work. However, it does not guarantee that bidders are well qualified to perform the work, particularly if the work has special, complex characteristics, such as unique design or high quality finishes. In 1999, the California Legislature enacted a law to allow many public agencies (including cities) to use a prequalification process to narrow the field of potential bidders to those that are well qualified. Public Contract Code Section 20101 sets forth the relevant provisions.

Contractor prequalification can greatly benefit a project by requiring potential bidders to meet minimum requirements that are specific to the project (such as unique structural requirements), resulting in a pool of bidders with demonstrated experience in the specific building type. Prequalification can also disqualify potential bidders with extensive claims or litigation history that would otherwise be free to bid on the project. Additional requirements regarding safety history, experienced personnel, and years in business can result in a high-quality pool of potential bidders.

Analysis

The Eastvale Civic Center project is a major development project designed to enhance the City's public services and infrastructure. This project will feature the construction of a new Civic Center, which will include a two-story public library, a three-story City Hall, and a two-story Sheriff's substation with one level of below-grade secured parking. The project will also include a public park with an outdoor amphitheater providing valuable community space. Construction only cost estimate is \$155 million; and total project cost including all soft costs for professional consulting services and

specialty services like inspections and construction management, plus furniture, fixtures, and equipment (FF&E), other agencies fees, and contingency is estimated at \$200 million.

To ensure the successful completion of this large-scale project, it was determined that using a prequalification process would be valuable for selecting the most qualified general contractor while still awarding the project to the contractor that provides the most competitive pricing. The process used is based on model guidelines of the California Department of Industrial Relations (DIR) and is compliant with California Public Contract Code requirements for prequalifying bidders on public works projects. More importantly, the process used meets the requirement that the City Council apply a uniform system of rating bidders, based on objective criteria that set forth the minimum requirements permitted for qualification, and establish a process by which bidders who do not qualify may appeal. A copy of the Prequalification Questionnaire is included in Attachment 1, and subsequent addenda issued can be found in Attachment 2.

The Prequalification Questionnaire consisted of four parts, with the scorable questions located in Part II. It was clearly stated that in order for a contractor to pre-qualify, they must meet the requirements in Part I, Part III, and Part IV, and achieve a passing score within each of the three main sections (Sections B, C, and D) in Part II.

- Part I: Essential Requirements for Qualification
- Part II: Questionnaire
 - Section A: Current Organization and Structure of the Business
 - Section B: History of Business and Organizational Performance (Passing score: 56 out of 71)
 - Section C: Compliance with Regulatory Requirements (Passing score: 26 out of 31)
 - Section D: Reference Interview and Completed Projects (Passing score: 72 out of 90)
- Part III: Relevant Project Experience Questionnaire - this section required details of the four most recent comparable projects, all of which must have been successfully completed within the last eight years and meet the minimum criteria outlined in the Prequalification Questionnaire.
- Part IV: Organization Resources

Environmental

This action does not constitute a project under the California Environmental Quality Act (CEQA) Guidelines Section 15378 and is therefore not subject to CEQA. Any future action connected to this approval that qualifies as a project will be reviewed for CEQA compliance.

Strategic Plan Action - Priority Level: 1 | Target #: A | Goal #: A

The proposed action supports the development of Downtown Eastvale, which has the potential to attract businesses and retailers, helping to establish 'Destination Eastvale' with high-quality, unique businesses.

Fiscal Impact

There is no direct, measurable fiscal impact related to adopting the list of prequalified contractors for the Eastvale Civic Center project.

Prior City Council/Commission Action

None

Attachment(s)

[Attachment 1 - General Contractor Prequalification Questionnaire](#)

[Attachment 2 - Addendum 1 to the Prequalification Questionnaire](#)



CITY OF EASTVALE

March 5, 2025

GENERAL CONTRACTOR PRE-QUALIFICATION QUESTIONNAIRE

FOR THE EASTVALE CIVIC CENTER

Located at: Limonite and Hamner Avenues
Eastvale, CA
92880

Deadline for Submissions: March 21, 2025 @ 5:00 PM PST



**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

The City of Eastvale seeks to pre-qualify General Contractors for the construction of the Eastvale Civic Center (“Project”), and hereby invites sealed pre-qualification submittals from licensed Contractors.

Notice is hereby given that the City of Eastvale has determined that General Contractor bidders on this Project must be pre-qualified prior to submitting a bid. The pre-qualification evaluation is solely for the purpose of determining which General Building Contractors are deemed qualified to successfully construct the Project.

Only Contractors in possession of a valid California Class A or B Contractors license are allowed to bid on the Project.

It is **mandatory** that all Contractors who intend to submit a bid, fully complete the pre-qualification questionnaire, provide all requested materials, and be approved by the City of Eastvale to be on the final qualified bidders list.

FILING OF SUBMITTALS:

Pre-Qualification submittal packages and any subsequent addendum may be

viewed and obtained on PlanetBids (www.planetbids.com).

<https://vendors.planetbids.com/portal/43976/bo/bo-search>

Or by contacting:

Construction Manager Griffin Structures
Attention: Steve Chaky
Email: schaky@griffinstructures.com
Telephone: 310-489-9160

All submittals must be uploaded to the PlanetBids website and labeled as:

“Eastvale Civic Center Contractor Prequalification – Contractor’s name”

It is the sole responsibility of the Contractor to ensure that the Pre-Qualification Submittal is received by the City before **March 21, 2025 @ 5:00 PM PST**.

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

PROJECT TEAM

OWNER

CITY OF EASTVALE
12363 Limonite Ave.
Suite 910
Eastvale, CA 91752
Jimmy Chung
ichung@eastvaleca.gov

CONSTRUCTION MANAGER

GRIFFIN STRUCTURES
1 Technology Dr.
Building I, Suite 829
Irvine, CA 92618
Steve Chaky
310-489-9160
schaky@griffinstructures.com

ARCHITECT OF RECORD

GENSLER
500 South Figueroa Street
Los Angeles, CA 90071
Kelly VanOteghem
(213) 327-3712
kelly_vanOteghem@gensler.com

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

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**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

PROJECT DESCRIPTION AND SUBMITTAL INSTRUCTIONS

PROJECT DESCRIPTION

A new Civic Center for the City of Eastvale, California consisting of a 2-story public library, 3-story City Hall and a 2-story Sheriff's sub-station with 1 level of below grade secured parking. The northwest area of the site will be occupied by a public park which includes an outdoor amphitheater space. Buildings (library, city hall, and Sheriff sub-station) will have an automatic sprinkler system, fire alarm and smoke detection system. An ERRC system is required at the Sheriff sub-station.

The statement of probable cost (SOPC) for this project is \$168,000,000

For additional information regarding this project, please see **Attachment A "Project Renderings"**.

PROJECT SCHEDULE

The current tentative **Project Schedule** is as follows:

Pre-Qualification of Contractors: March 2025
Project Bidding: April-May 2025
Award Project: June 2025
Start Construction: June-July 2025

PRE-QUALIFICATION SCHEDULE

Advertisement Inviting Pre-Qualification Submittals:.....March 5, 2025
Final Date for Submission of Bidder Questions:.....March 12, 2025
Pre-Qual online Meeting (Optional) 10:00-10:30 am PST March 12, 2025*
City response to Bidder Questions – Addendum 1:..... March 14, 2025
Submissions Due:.....March 21, 2025 @ 5:00 PM PST
Selection Notification.....March 28, 2025

*** In order to attend the optional online meeting, contractors must register via the zoom link below. A confirmation email will be sent directly from Zoom.**

<https://us02web.zoom.us/meeting/register/BMI4gBLsQPOMxdo9fE0Xlw>

GENERAL

The City is seeking qualified Class "A" or "B" General Contractors with construction

CITY OF EASTVALE CIVIC CENTER PROJECT PRE-QUALIFICATION OF GENERAL CONTRACTORS

experience of at least four (4) projects demonstrating comparable experience. Please see Part III Relevant Project Experience (page 30) for a definition of “comparable experience.”

Each prospective Contractor must successfully complete the pre-qualification questionnaire, provide all requested materials in the required form, and be approved by the City of Eastvale to be on the final qualified bidders list. The City of Eastvale will not accept submission of incomplete or late documentation. Incomplete documentation will result in the rejection of the prospective Contractor.

Answers to all questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required.

The City of Eastvale reserves the right to unilaterally adjust, increase, limit, suspend, or rescind the pre-qualification rating based on subsequently learned information. Contractors whose rating changes significantly after pre-qualification that disqualifies them will be notified and given an opportunity for a hearing consistent with the hearing procedures described below to appeal a pre-qualification rating.

The City will not be liable for any cost incurred by the Contractors in connection with the prequalification process, including preparation of the submittal packages.

PRE-QUALIFICATION GUIDELINES

Each prospective Contractor must successfully complete the pre-qualification process outlined in this document. No other pre-qualification process completed for the City of Eastvale or any other agency will meet these requirements.

Prospective Contractors must submit “Statements of Qualifications” (SOQ) by completing the Pre-Qualification Submittal Questionnaire package. The City will not accept information or documents from other parties. Submission of incomplete and/or unclear Pre-Qualification Submittal Questionnaire or other required materials will result in rejection of the prospective contractor.

Any questions or requests for information must be submitted in writing via email to:

Steve Chaky
Construction Manager
Griffin Structures, Inc.
Email: schaky@griffinstructures.com

All contractor answers must be truthful in nature and accurately describe the contractors experience and background as it relates to the questions.

CITY OF EASTVALE CIVIC CENTER PROJECT PRE-QUALIFICATION OF GENERAL CONTRACTORS

The City of Eastvale expressly reserves the right to further consider, accept or reject any or all prequalification submittals submitted in response to this notice; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this notice, or to request new submittals or pursue any other means for obtaining the services contemplated by this notice.

QUESTIONNAIRE SCORING

The scorable questions are in three sections above:

- Part II – Section B History of the business and organizational performance; and
- Part II – Section C Compliance with regulatory requirements.
- Part II – Section D Reference Interview and Completed Projects

The Scores Needed for Pre-Qualification

To pre-qualify, a Contractor would be required to qualify under Part I, Part III, and Part IV, and then have a passing grade within each of the three large categories in Part II referred to above.

Section B, “History of the business and organizational performance,”

For the 16 scoreable questions, the prospective Contractor is required to meet a passing score of 56 on this portion of the questionnaire (of a maximum score of 71 on this portion of the questionnaire).

Section C, “Compliance with regulatory requirements”

For the 7 scoreable questions, the prospective Contractor is required to meet a passing score of 26 on this portion of the questionnaire (of a maximum score of 31 points on this portion of the questionnaire).

Section D, “Reference Interview and Completed Projects”

For the 3 referenced project interviews and the 6 scoreable questions, the prospective Contractor is required to meet a **collective** passing score of 72 on the **combined** reference interview portion of the questionnaire (of a maximum score of 90 points on this portion of the questionnaire).

CITY OF EASTVALE CIVIC CENTER PROJECT PRE-QUALIFICATION OF GENERAL CONTRACTORS

PREPARATION OF PRE-QUALIFICATION SUBMITTALS

The submittal information should be presented digitally in .pdf format, in a virtual binder and separated by section dividers. The Pre-Qualification Submittal shall be delivered to the City of Eastvale as instructed on page 1 to this document "FILING OF SUBMITTALS". The completed Pre-Qualification Submittal should include completed Statement of Understanding, Part I, Part II, Part III, and Part IV; and shall not exceed 100 pages. The City of Eastvale reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted.

EVALUATION AND ANALYSIS

Pre-qualification of prospective Contractors will be determined from the information submitted in each Pre-Qualification Questionnaire Submittal. The City of Eastvale reserves the right to verify from other available sources the information provided by the Contractor and to rely upon such information gathered during the verification process. The City of Eastvale's decision will be based on objective evaluation criteria. Further consideration of a prospective Contractor's qualifications will be made only if the prospective contractor meets all of the following minimum requirements:

1. Submission of a properly completed and signed Declaration
2. Possession of the valid California Contractors "A" or "B" License in good standing
3. Meet bonding capacity requirements
4. Meet insurance requirements
5. Demonstration of General Contractor's Relevant Project Experience
6. Demonstration of Contractor's Project Manager/Field Superintendent Comparable Experience
7. No completion of work by surety in the last 10 years
8. Satisfactory history with the Department of Industrial Relations
9. Meet financial requirements

Note: this project is subject to Prevailing Wage requirements per State of California DIR requirements. Any contract that is subsequently bid and awarded must include prevailing wage labor.

The Pre-Qualification Questionnaire Submittal Analysis Form that will be used to verify minimum qualifications is included. The City of Eastvale will screen each responding prospective Contractor's statement for minimum qualifications and develop a list of Pre-Qualified Contractors.

CITY OF EASTVALE CIVIC CENTER PROJECT PRE-QUALIFICATION OF GENERAL CONTRACTORS

City of Eastvale reserves the right to reject any or all responses to pre-qualification questionnaires and any or all subsequent bids for construction projects, and to waive any irregularities in any response to the pre-qualification application.

While it is the intent of the pre-qualification questionnaire and required documents to assist the City in determining bidder responsibility prior to bid and to aid the City in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude the City of Eastvale from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work on the Project.

All financial and proprietary information provided by prospective contractors will be kept confidential to the extent permitted by law. However, by submitting the pre-qualification packet, the Contractor agrees that the contents of the submittal may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, or in any appeal hearing. Also, the names of prospective contractors applying for pre-qualification status will be subject to disclosure.

APPEALS PROCEDURE

Any Contractor who the City determines to be not qualified for the Project shall have the right to request review of the determination. The Contractor shall request review by delivering to the Public Works Director a written notice requesting a review. The contractor shall deliver such written notice to the Director within five (5) business days of being notified that the Contractor has been determined not to be qualified and the basis for the determination. The Contractor waives its right to challenge the City's decision if it fails to deliver the notice within the five (5) business days.

The Director or their designee shall conduct an appeals hearing as soon as reasonably possible, and shall attempt to conduct it no later than ten (10) business days following receipt of the contractor's written notice. The hearing conducted by the Director shall be informal but will be an evidentiary hearing. At the hearing, the Contractor will be given the opportunity to present information and present reasons in opposition to the determination. The Director shall consider all evidence, information and arguments submitted by the Contractor relevant to the City's determination, the City's response to such evidence, information and arguments, and any other information the Director deems relevant. Promptly following the hearing, the Director shall issue a written decision on whether or not the Contractor is qualified to submit a bid.

The Director's decision is final to the greatest extent permitted by law.

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

STATEMENT OF UNDERSTANDING

The undersigned certifies that the statements and information contained in this submittal are complete and accurate and that the submittal contains no false or deliberately misleading information. The undersigned hereby agrees and declares that receipt of this submittal by the City of Eastvale does not constitute either a direct or implied guarantee to the Contractor that pre-qualification is or will be granted and also agrees to the procedures and conditions of the pre-qualification requirements described in the Pre- Qualification Document.

(1) Legal Name of Applicant (Contractor)

(2) Address of Applicant (Contractor) _

(3) Phone Number _____

Email _____

(4) Applicant is a () Corporation () Partnership () Sole Proprietorship () Joint Venture

(5) If Contractor is a Corporation, name the State of Incorporation _

(6) Total number of years the Contractor has been contracting _

(7) Total number of years the Contractor has been in construction _

(8) Banking institution authorized to provide corroboration of applicant's financial stability:

Name:

Address _____

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

Contact: _____

Telephone _____

(9) Execution:

The undersigned is a legally authorized representative of the Contractor. The legal name of the Contractor is _

State of California

Contractor's License Number: _____

Type: _____ Expiration: _____

_____, being first duly sworn, says that all statements and information contained in this Submittal are complete and accurate and that this Submittal contains no false or deliberately misleading information.

Contractor

Printed Name

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the State of _

Residing at _

Expiration Date: _

END OF FORM

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

PART I: ESSENTIAL REQUIREMENTS FOR QUALIFICATION

IMPORTANT NOTE:

Contractor will be immediately disqualified if the answer to any of questions 1 through 6 is “no.”

Contractor will be immediately disqualified if the answer to any of questions 7 through 11 is “yes.” If the answer to question 10 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Class “A” or “B” General Contractor’s License in good standing for this project for which it intends to submit a bid.
☐ Yes ☐ No
2. Contractor has (or can provide proof that they can obtain within ten (10) business days prior to award) an insurance policy(ies) consistent with Attachment B “City of Eastvale Insurance Requirements”.
☐ Yes ☐ No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
☐ Yes ☐ No
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?
☐ Yes ☐ No

NOTE: A financial statement that is not either reviewed or audited by a Certified Public Accountant (CPA) is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California), which states that they will issue payment and performance bonds in the amounts of 110% of Project contract value each on

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

your behalf , should you be selected?¹

☐ Yes ☐ No

NOTE: Notarized statement must be from Surety Company, not an agent or broker.

6. Contractor has completed at least four (4) relevant projects in the last eight (8) years? See Part III: Relevant Project Experience Questionnaire (Contractor Experience Requirements) for criteria.

☐ Yes ☐ No

7. Has your contractor's license been revoked at any time in the last ten (10) years?

☐ Yes ☐ No

8. Has a surety firm completed, or is in the process of completing, a contract on your behalf, or has paid for completion because your firm was default terminated by the project owner within the last ten (10) years?

☐ Yes ☐ No

9. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded any local, state or federal public works contracts, or perform as a subcontractor on any such public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7 or any other local, state or federal law or regulation?

☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

Starting _____ Ending _____

10. At any time during the last ten (10) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

¹ An additional notarized statement from the surety may be requested by the City of Eastvale at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

11. In the last ten (10) years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

PART II: QUESTIONNAIRE

Section A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business: _____
- 1b. Social security number of company owner: _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture: _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one (1) or more projects:

Name of firm	% Ownership of Joint Venture

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

Section B. History of the Business and Organizational Performance

1. Has there been any change in ownership of the firm at any time during the last ten (10) years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

2. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm?

NOTE: Include descriptive and background information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

3. Are any corporate officers, partners or owners connected to any other construction firms?

NOTE: Include descriptive and background information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

4. State your firm's gross revenue for each of the last three (3) years:

2023

2022

2021

5. How many years has your organization been in business in California as a contractor under your present business name and license number?

_____ Years

3 years or more = 2 points

4 years or more = 3 points

5 Years or more = 4 points

6 years or more = 5 points

10 years or more = 8 points

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

6. Was your firm in bankruptcy at any time during the last ten (10) years?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which, the petition was filed, and a copy of the Bankruptcy Court's discharge order, or any other document that ended the case, if no discharge order was issued.

"No" = 3 points "Yes" = 0 points

Licenses

7. List all California construction license numbers, classifications and expiration dates of the California Contractor Licenses held by your firm:

8. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the California Contractors State License Board (CSLB) records who meet(s) the experience and examination requirements for each license.

9. Has your firm changed names or license number in the past ten (10) years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

10. Has any owner, partner, or (for corporations) officer of your firm operated a construction firm under any other name in the last ten (10) years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

11. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last ten (10) years?

☐ Yes ☐ No

If "yes," please explain on a separate signed sheet.

"No" = 5 points "Yes" = 0 points

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

Firm Revenues

12. Were your firm's average gross revenue for the last three (3) years (see question 4. above) greater than \$500 million?

☐ Yes ☐ No

"Yes" = 0 points "No" = subtract 5 points

13. Were your firm's gross revenue for any one of the last three (3) years (see question 4. above) greater than \$500 million?

☐ Yes ☐ No

0 points for "Yes" indicating 3 such instances

Subtract 1 point for "Yes" indicating 2 such instances

Subtract 3 points for "Yes" indicating 1 such instance

Subtract 8 points for "No"

Disputes

14. At any time in the last 5 years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with a public owner in California?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

No projects with liquidated damages of more than \$10,000 = 5 points

One (1) projects with liquidated damages of more than \$10,000 = 3 points

Any other answer: 0 points

15. In the last ten (10) years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

☐ Yes ☐ No

If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

“No” = 5 points

“Yes” = 0 points

* * * * *

NOTE: The following two (2) questions refer to disputes between your firm and the owner of a project, as well as information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$10,000.

16. In the past 5 years has any claim against your firm concerning your firm’s work on a public construction project in the State of California been filed in court or arbitration?

☐ Yes ☐ No

5 points “No”

1 point for “Yes” indicating 1 such instance

Subtract 5 points for “Yes” if more than 2 such instances

If “yes,” on separate signed sheets of paper identify the claim(s) individually by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

17. In the past 5 years has your firm made any claim against a public project owner in the State of California concerning work on a project or payment for a contract and filed that claim in court or arbitration?

☐ Yes ☐ No

5 points “No”

1 point for “Yes” indicating 1 such instance

Subtract 5 points for “Yes” if more than 2 such instances

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

18. At any time during the past ten (10) years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

5 points for either “No” or “Yes” indicating 1 such claim

0 points for “Yes” indicating no more than 2 such claims

Subtract 5 points for “Yes” if more than 2 such claims

19. In the last ten (10) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

5 points for either “No” or “Yes” indicating 1 such instance

0 points for “Yes” indicating 2 such instances

Subtract 5 points for “Yes” if more than 2 such instances

Criminal Matters and Related Civil Suits

20. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

“No” = 5 points “Yes” = subtract 5 points

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

21. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

"No" = 5 points "Yes" = subtract 5 points

22. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

"No" = 5 points "Yes" = subtract 5 points

**CITY OF EASTVALE CIVIC CENTER PROJECT
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Bonding

23. Bonding capacity: _____

Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

24. If your firm was required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the last five (5) years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent (1%), if you wish to do so.

5 points if the rate is no more than one per cent

3 points if the rate was no higher than 1.10 per cent

0 points for any other answer

25. List all other sureties (name and full address) that have written bonds for your firm during the last five (5) years, including the dates during which each wrote the bonds:

**CITY OF EASTVALE CIVIC CENTER PROJECT
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26. During the last ten (10) years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

“No” = 5 points

“Yes” = 0 points

Section C. Compliance with Regulatory Requirements

1. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations on public owned projects in excess of \$5,000.00 in the past 5 year?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

5 points for either “No” or “Yes” indicating 1 such instance

3 points for “Yes” indicating 2 such instances

0 points for “Yes” if more than 2 such instances

2. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm on public owned project performed in the state of California in excess of \$5,000.00 in the past 5 years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you

**CITY OF EASTVALE CIVIC CENTER PROJECT
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need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

5 points for either "No" or "Yes" indicating 1 such instance

3 points for "Yes" indicating 2 such instances

0 points for "Yes" or if more than 2 such instances

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project in the State of California on which your firm was the contractor, in excess of \$5,000.00 in the past 5 years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

5 points for either "No" or "Yes" indicating 1 such instance

3 points for "Yes" indicating 2 such instances

0 points for "Yes" or if more than 2 such instances

4. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

5 points for three-year average EMR of .95 or less

3 points for three-year average of EMR of more than .95 but no more than 1.00

0 points for any other EMR

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If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

5. Within the last ten (10) years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self- insurance?

☐Yes ☐No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

5 points for either "No" or "Yes" indicating 1 such instance

0 points for any other answer

Prevailing Wage Compliance Record

6. Has there been any occasion during the last five (5) years in which your firm was required to pay either back wages or penalties in amounts greater than \$5,000 for your own firm's failure to comply with the **State's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐Yes ☐No

3 points for "No"

0 points for "Yes"

If "yes", attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

7. During the last five (5) years, has there been any occasion in which your own firm has been penalized or required to pay back wages in amounts greater than \$5,000 for failure to comply with the **Federal** Davis-Bacon prevailing wage

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requirements?

☐ Yes ☐ No

3 points for “No”

0 points for “Yes” and more than 6 such instances

If “yes,” attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

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Section D. REFERENCE INTERVIEWS AND COMPLETED PROJECTS

A. Interview Questions

The following questions will be used to interview reference contacts for at least three of the four reference projects submitted by the contractor in Part III. City will conduct the interviews. No action on the Contractor's part is necessary.

The interviewer should identify himself/herself, state the purpose of the interview, confirm project information and indicate the expected length of the interview, the total number of questions to be asked and describe the scoring system. For example:

The Project known as _____

has been listed as a reference by _____ in connection with the contractor's prequalification submission for the **Eastvale Civic Center**. This interview should take about 5 to 15 minutes and involves **six (6)** questions that will be scored according to the following scale:

Scoring System:

Unacceptable = 1

Below Average = 2

Average = 3

Above Average = 4

Exceptional = 5

Total Maximum Points: 30 (5 points for each of 6 questions)

In addition to the numeric score, I would like you to provide some specific information or details to support the score. I will also ask you some factual information to determine relevancy.

Name of Project: _____

Contact person/interviewee: _____

Date of interview: _____

First, please give a brief description of the project.

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<u>Question #</u>	<u>Description</u>	<u>Score #</u>
1.	On a scale of 1-5, with 5 being the best, did the contractor provide adequate personnel, supervision and equipment? (Max. 5 points)	
2.	On a scale of 1-5, with 5 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork, scheduling and cost estimate updates, operation and maintenance manuals and as-built drawings? (Max. 5 points)	
3.	Was the project completed on time? (5 points if the answer is "Yes.") If the answer is "no," to what extent was the contractor responsible for the delay in completion on a scale of 1-5, where 5 indicates that the contractor was not responsible at all. (Max. 5 points)	
4.	On a scale of 1-5, with 5 being the best, rate the contractor on whether there were an unusually high number of change orders or claims, given the nature of the project, or unusual difficulty in resolving them. (Max. 5 points)	
5.	On a scale of 1-5, with 5 being the best, how would you rate the quality of the work overall? (Max. 5 points)	
6.	Would you use this contractor again? (-5 points for "No", 0 points for "No Comment" and +5 points for "Yes") (Max. 5 points)	

[See next page for project relevancy information]

CONTRACTOR INTERVIEW SCORE:

MAXIMUM POINTS: 30

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PART III RELEVANT PROJECT EXPERIENCE QUESTIONNAIRE

Part III is a verification of the answer provided in Part I Essential Requirements, Question 6. Respondents whose experience is not verifiable according to the following criteria shall be disqualified as failing to meet the Essential Requirements.

Contractor shall provide information about its four (4) most recent comparable projects, all of which must have been successfully completed within the last eight (8) years. All 4 projects must meet the minimum criteria:

1. Minimum project value of \$40,000,000
2. Projects must be similar in size or complexity to the subject Project and of any combination of the following project types and were built in the State of California:
 - A. Public Sector: City Hall, Public Safety Facility, Library, Senior Center, High School, Risk Category IV building, or Higher Education facility.
 - B. Private Sector: Community Center, Hotels, Mixed Use Developments, Class A Office, Regional Retail.
3. Of the four (4) projects listed at least one (1) of the projects must have a Public Safety or Risk Category IV component similar to the Project and were built in the State of California.
4. Of the four (4) projects listed at least one (1) of the projects must have a single contract value of \$150,000,000
5. Submitted projects must have included site Improvements including grading, wet and dry utilities, site landscape, parking, site concrete, structural steel framing, metal fabrication, masonry, and finishes similar to that of proposed Civic Center.

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

General Contractor Experience Requirements: Reference 1

Project Name: _____

Location: _____

Owner: _____

Owner Representative, address, email and phone number: _____

Architect or Engineer, address, email and phone number: _____

Description of Project, Scope of Work Performed: _____

Percentage of Base Contract subcontracted: _____

Total Value of Construction breakdown with initial contract award/final
contract sum: _____

Original Scheduled Completion Date: _____

Initial Contract time in days: _____

Time Extensions granted in Days: _____

Days Liquidated damages assessed: _____

Actual Date of Completion: _____

LEED (Yes / No): _____

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

General Contractor Experience Requirements: Reference 2

Project Name: _____

Location: _____

Owner: _____

Owner Representative, address, email and phone number: _____

Architect or Engineer, address, email and phone number: _____

Description of Project, Scope of Work Performed: _____

Percentage of Base Contract subcontracted: _____

Total Value of Construction breakdown with initial contract award/final
contract sum: _____

Original Scheduled Completion Date: _____

Initial Contract time in days: _____

Time Extensions granted in Days: _____

Days Liquidated damages assessed: _____

Actual Date of Completion: _____

LEED (Yes / No): _____

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General Contractor Experience Requirements: Reference 3

Project Name: _____

Location: _____

Owner: _____

Owner Representative, address, email and phone number: _____

Architect or Engineer, address, email and phone number: _____

Description of Project, Scope of Work Performed: _____

Percentage of Base Contract subcontracted: _____

Total Value of Construction breakdown with initial contract award/final
contract sum: _____

Original Scheduled Completion Date: _____

Initial Contract time in days: _____

Time Extensions granted in Days: _____

Days Liquidated damages assessed: _____

Actual Date of Completion: _____

LEED (Yes / No): _____

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

General Contractor Experience Requirements: Reference 4

Project Name: _____

Location: _____

Owner: _____

Owner Representative, address, email and phone number: _____

Architect or Engineer, address, email and phone number: _____

Description of Project, Scope of Work Performed: _____

Percentage of Base Contract subcontracted: _____

Total Value of Construction breakdown with initial contract award/final
contract sum: _____

Original Scheduled Completion Date: _____

Initial Contract time in days: _____

Time Extensions granted in Days: _____

Days Liquidated damages assessed: _____

Actual Date of Completion: _____

LEED (Yes / No): _____

**CITY OF EASTVALE CIVIC CENTER PROJECT
PRE-QUALIFICATION OF GENERAL CONTRACTORS**

PART IV ORGANIZATIONAL RESOURCES

Staff Roster/Functions

1. Contractor shall furnish an organization chart that includes all supervisory positions anticipated to be assigned to the Project. Indicate therein which ones are full time on site and which are part time.

List key members of your staff whom you consider candidates to be assigned to work as a full-time team member resident on this Project and complete all requested information as shown below.

Key, full-time candidate team members must include, without limitation:

1. Project Manager and 2. Superintendent. Use separate sheets of paper that contain all of the following information:

Name: _____

Job Title: _____

Number of Years with Firm: _____

Proposed Function on the Project: _____

Number of Years in Current Position: _____

Number of Projects (in job function) Completed: _____

Number of Years in Construction Industry: _____

Include a minimum of two (2) projects, in a supervisory role, of similar type and scale as described in Section III: Relevant Project Experience Questionnaire. On separate sheet provide project description, value, dates of construction, references and reference contact information for each project.

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Proposer shall signify receipt of all addenda here: _____

Signature

Date

Print Name

PROJECT SITE PLAN AND RENDERINGS



CITY OF EASTVALE CIVIC CENTER PROJECT PRE-QUALIFICATION OF GENERAL CONTRACTORS



ATTACHMENT B

City of Eastvale Insurance Requirements

DOCUMENT 00 7316

SUPPLEMENTAL CONDITIONS – INSURANCE AND INDEMNIFICATION

ARTICLE 1 INSURANCE

- 1.01** At or before the date specified in Document 00 2113 (Instructions to Bidders), Contractor shall furnish to City of Eastvale satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:
- A. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - B. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$5,000,000]** each person Bodily Injury, **[\$5,000,000]** each occurrence Bodily Injury, and **[\$5,000,000]** each occurrence Property Damage.
 - C. All-Risk Course of Construction Insurance including damage to property owned by City of Eastvale, Contractor or third parties caused by any and all perils excluding earthquakes. Insurance shall be in the amount of 110 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed **[\$10,000]**. Each loss shall be borne by Contractor. City of Eastvale will be named as a loss payee.
 - D. Workers’ Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
 - E. **[Option]** Environmental Impairment Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than **[\$1,000,000]** combined single limit for each occurrence.
 - F. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
 - G. **[Option]** Maritime Employers Liability Insurance. The Contractor shall provide and maintain insurance under the United States Longshore and Harbor Workers’ Compensation Act if the work covered by the Contract Agreement includes activities subject to that Act (work whole or in part upon the navigable waters of the United States, including any adjoining pier, wharf, dry dock,

terminal, building way, marine railway, or adjoining areas) throughout the duration of the Contract Agreement.

The Contractor shall provide and maintain insurance under the Jones Act in the event that the work covered by the Contract Agreement includes activities covered by the Jones Act (including, but not limited to, work from ships, vessels, barges, or dredges) throughout the duration of the Contract Agreement.

- H. Any deductibles or self-insured retentions must be declared to and approved by City of Eastvale. At the option of City of Eastvale, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Eastvale, its officers, officials, employees, and volunteers, or the Contractor shall provide a financial guarantee satisfactory to City of Eastvale guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

1.02 If Contractor normally carries insurance in an amount greater than the minimum amounts required by City of Eastvale in Paragraph 1.01 above, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

1.03 All policies of insurance shall be placed with insurers acceptable to City of Eastvale. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A. M. Best Company rating of **[A-, VIII]** or better, unless otherwise specified in Contract Documents. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of City of Eastvale, warrant such increase. Contractor shall increase required insurance amounts upon direction by City of Eastvale.

1.04 Required Endorsements: The policies required under Document 00 7200 (General Conditions) and this Document 00 7316 (including any umbrella or excess liability policy(ies)) shall be endorsed as follows and provided prior to execution of the Contract Documents.

A. Commercial General Liability Endorsement

Contractor shall furnish to City of Eastvale the "Commercial General Liability Endorsement" as provided in this Document 00 7316. The preferred form is a CG 20 10 11 85 or equivalent, but the Contractor may substitute an alternative endorsement, with prior approval by City of Eastvale, provided the endorsement references "your work" and contains the following minimum specific components:

1. The insurance policy number.
2. A statement that includes the following language: "The City of Eastvale, including its officers, officials, employees, and volunteers, are included as insureds."
3. A statement acknowledging the insured's insurance as primary as respects the City of Eastvale and that any other insurance maintained by the City of Eastvale shall be in excess of the insured's insurance and shall not be called upon to contribute with it.
4. A statement that the policy shall not be canceled except after thirty (30) days prior written notice to the City of Eastvale. Contractor shall provide a special endorsement from the carrier.
5. An original, authorized signature.
6. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

An alternative to the submission of a CG 20 10 11 85 form is available. A CG 20 10 10 01 or a CG 20 33 10 01 (or similarly worded document) along with a CG 20 37 10 01 will be acceptable in lieu of a CG 20 10 11 85 form.

Note: Policies that include endorsement numbers CG 22 94 10 01 and/or CG 22 95 10 01, or have the endorsement wording written into the policy language, are not acceptable.

B. Automobile Liability Special Endorsement

Contractor shall furnish to City of Eastvale the "Automobile Liability Special Endorsement" as provided in this Document 00 7316. The Contractor may substitute an alternative endorsement with prior approval by City of Eastvale, provided the endorsement contains the following minimum specific components:

1. The insurance policy number.
2. A statement that includes the following language: "The City of Eastvale, including its officers, officials, employees, and volunteers, are included as insureds."
3. A statement acknowledging the insured's insurance as primary as respects the City of Eastvale and that any other insurance maintained by the City of Eastvale shall be in excess of the insured's insurance, and shall not be called upon to contribute with it.
4. A statement that the policy shall not be canceled except after thirty days prior written notice to the City of Eastvale.
5. An original, authorized signature.
6. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).

C. Workers' Compensation and Employer's Liability Special Endorsement

Contractor shall furnish to City of Eastvale the "Workers' Compensation and Employer's Liability Special Endorsement" as provided in this Document 00 7316. The Contractor may substitute an alternative endorsement with prior approval by City of Eastvale, provided the endorsement contains the following minimum specific components:

1. A waiver of subrogation clause which states the following:
"This insurance company agrees to waive all rights of subrogation against the City of Eastvale, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City."
2. The insurance policy number.
3. A statement that the policy shall not be canceled except after thirty days prior written notice to the City of Eastvale.
4. An original, authorized signature.
5. Contractor shall maintain limits for employer's liability no less than \$1,000,000 per accident for bodily injury or disease.

As an alternative, City of Eastvale will accept State Compensation Insurance Fund endorsement documentation in lieu of the form of endorsement provided in this Document 00 7316, provided that the documentation contains State Fund endorsement numbers 2065 and 2570.

- D. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required hereunder. Should any of the policies identified herein contain a "cross-suits" exclusion, such exclusion must not apply to any additional insureds.

E. Builder's All Risk: Completed Value of the Project with no Coinsurance Penalty.

1. During the term of this Contract, Contractor will provide Builder's Risk/Course of Construction insurance, insuring on an "all risk" basis, subject to policy(s) exclusions, equal to the maximum probable loss and covering the Project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the Contractor and City. This includes any providing equipment, materials, or services for the project.

F. Contractor or its insurance broker shall submit to City of Eastvale a copy of the "Declarations Page" for each policy identified under Paragraph 1.01 above. The Declarations Page shall include the name of the insurance carrier, the applicable policy number, the types of coverage and limits of insurance provided, the effective date(s) of the policy, the insurance broker's name and license number, and a list of all coverage forms and endorsements.

G. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the City of Eastvale as an additional insured. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

1.05 Certificates of insurance and endorsements shall have clearly typed thereon City of Eastvale Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to City of Eastvale (Attention: City of Eastvale Risk Manager / Purchasing Agent) at the address listed in Document 00 5200 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain all insurance in full force and effect during entire period of performance of Contract Documents, including warranty and guarantee periods. However, Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment, and shall maintain General Liability Insurance throughout the entire Extended Term specified Paragraph 1.01 above. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon City of Eastvale's request, Contractor shall submit to City of Eastvale, within 30 Days, copies of the actual insurance policies or renewals or replacements.

1.06 Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, City of Eastvale may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

1.07 If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from City of Eastvale under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from City of Eastvale, City of Eastvale may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If City of Eastvale is compelled to pay compensation, City of Eastvale may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse City of Eastvale.

1.08 Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

- 1.09** Except for Comprehensive General Liability Insurance, of which Subcontractors need only obtain **[\$1,000,000]** in coverage, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to City of Eastvale within ten Days of City of Eastvale's request.
- 1.10** The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work (Professional).
- A. Each Professional shall maintain the following insurance, unless otherwise specified in Contract Documents:
 - B. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's Work on the Project, in an amount not less than **[\$2,000,000]** combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 - 1. Professional shall satisfy all other provisions of this Document 00 7316 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

ARTICLE 2 RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

- 2.01** City of Eastvale and each of its officers, employees, consultants and agents including, without limitation, the Board, Project Manager and each City of Eastvale's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 2.02** To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), Contractor shall defend, indemnify, and hold harmless, City of Eastvale and each of its officers, officials, employees, consultants and agents including, without limitation, the governing board, Project Manager and each City of Eastvale's Representative, from claims, suits, actions, losses and liability of every kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except for liability for loss, damage, or expense arising from City of Eastvale's sole negligence, willful misconduct, or active negligence.
- 2.03** With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against City of Eastvale and each of its officers, officials, employees, consultants and agents including, without limitation, City of Eastvale, the governing board, Project Manager and each City of Eastvale's Representative. City of Eastvale shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Public Contract Code Section 9201.
- 2.04** Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 2.05** To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of

remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, passive negligence, fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, City of Eastvale may in its discretion back charge Contractor for City of Eastvale's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's Commercial General Liability "Certificate of Insurance" to this page)

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's "Commercial General Liability Endorsement" to this page.)

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's "Automobile Liability Special Endorsement" to this page.)
REV. 2/08

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's "Workers' Compensation and Employer's Liability Special Endorsement" to this page.)

END OF DOCUMENT



CITY OF EASTVALE

12363 Limonite Avenue | Suite 910 | Eastvale, CA 91752
951.361.0900

ADDENDUM NO. 1

Date of Addendum: March 13, 2025

EASTVALE CIVIC CENTER

GENERAL CONTRACTOR

PRE-QUALIFICATION QUESTIONNAIRE

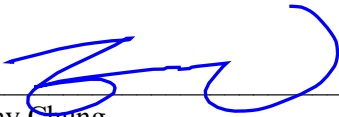
NOTICE TO INTERESTED GENERAL CONTRACTORS

The pre-qualification questionnaire for the above-referenced Project is modified as set forth in this Addendum. The original pre-qualification questionnaire document and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Pre-Qualification Documents. Interested general contractors shall take this Addendum into consideration when preparing and submitting a Statement of Qualification Pre-Qualification Questionnaire Submittal Questionnaire package.

Addendum No. 1 is issued for informational purposes only and summarizes information discussed during the March 12, 2025 Pre-qualification pre-submittal meeting. Please see Attachment No. 1 for the agenda and information discussed. Please see Attachment No. 2 for the list of attendees.

The City did not receive any questions related to the Pre-Qualification Questionnaire.

Date: 3/13/2025

By: 
Jimmy Chung
Public Works Director/City Engineer

Attachment No. 1

Meeting Agenda

Eastvale Civic Center
General Contractor Pre- Qualification
Pre-Submittal Meeting
March 12, 2025

Agenda

- Zoom Call will be Recorded
- Introduction
 - City Staff and Team (Gensler & Griffin)
 - Please add your name and company to the Zoom Chat – Attendance List
- Summary of Project
 - Visual (City Hall, Police, Library, Site)
 - All GCs must execute the City's NDA to receive Bidding Documents
- General Contractor Pre-Qualification Submittal:
 - All contractor answers must be truthful in nature and accurately describe the contractor's experience and background as it relates to the questions.
 - The City of Eastvale expressly reserves the right to further consider, accept or reject any or all prequalification submittals submitted in response to this notice; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this notice, or to request new submittals or pursue any other means for obtaining the services contemplated by this notice.
- Current Timeline
 - GC Re Pre-Qual Timeline:
 - March 5, 2025 - Advertisement Inviting Pre-Qualification Submittal
 - March 12, 2025 - Final Date for Submission of Bidder Questions
 - March 14, 2025 - City response to Bidder Questions – Addendum 1
 - **March 21, 2025 @ 5:00 PM PST - Submissions Due**
 - March 28, 2025 – **Tentative** Selection Notification
 - **Tentative** Bidding Timeline:
 - April 24, 2025 - Notice Inviting Bids (posted by City on Planet Bids)
 - June 5, 2025 (2 pm) – Contractor Bids Due
 - June 25, 2025 – City Council Approval and Award
- Pre-Qualification Questions and Answers
 - City will listen to any question but will not address any questions on call. GC's need to formally send over RFIs via email.
 - All questions must be received by City today (3/12/2025 by 5pm PST).
 - City will address all question in addendum expected to be issued 3/14/2025 COB.
 - Questions/RFI are to be emailed to **Steve Chaky** of Griffin Structures, Inc.

Email: schaky@griffinstructures.com

Attachment No. 2
Meeting Attendee List

First Name	Last Name	Company
Steve	Chaky	Griffin Structures
Jimmy	Chung	City of Eastvale
Yurhi	Choi	City of Eastvale
Jack	Madrid	McCarthy Building Companies
Courtney	Miller	PCL Construction Services Inc.
Ahmad	Sierawan	Bernards
Jessica	Amaya	Bernards
Mark	Morgan	Clark Construction
Rosaline	Aragon	Bernards
Nadim	Elejje	Bernards
Jesse	Gonsalves	Whiting-Turner
James	Parker	PCL Construction Services Inc.
Sam	Hoelscher	Clark Construction
Eric	Freking	Allied Universal Technology Services
Gary	Lui	Clark Construction