

CITY OF MENIFEE

**IMPROVEMENT AGREEMENT
CONDITIONAL USE PERMIT NO. 2016-233
FOR THE CONSTRUCTION OF STREET, DRAINAGE, WATER, AND SEWER IMPROVEMENTS**

THIS IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as "Developer," and the City of Menifee, a municipal corporation of the State of California, hereinafter referred to as "City." City and Subdivider may sometimes herein be referred to individually as a "party" and collectively as the "parties."

RECITALS:

- A. Developer has prepared and submitted to City for final approval improvement plans for a unit of land in the City of Menifee, County of Riverside, which unit of land is known as Assessor's Parcel No. 331-120-066 (the "Parcel").
- B. A Conditional Use Permit (CUP) has been approved subject to the conditions contained in Planning Commission Resolution No. 17-344 for CUP No. 2016-233 (the "Conditions of Approval"). The Condition of Approval is on file in the office of the City Clerk and is incorporated into this Agreement by reference.
- C. Prior to approval of the CUP, Developer is required to install or agree to install certain public and private improvements (the "Improvements").
- D. The Improvements have been installed.
- E. It is therefore necessary that Developer and City enter into an agreement to warranty the Improvements. In consideration of acceptance of the installed public improvements for the Parcel by the City Council, Developer desires to enter into this Agreement, whereby Developer promises to warranty the improvements, at Developer's own expense, all the public improvement work required by City in connection with the proposed Parcel. Developer has secured this Agreement by improvement security and approved by the City.

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

- 1. Improvement Plans. Developer shall furnish complete original improvement plans for the construction, installation and completion of the Improvements meeting the requirements of the City Engineer. The Improvement Plans for the Parcel shall be maintained on file in the office of the City Engineer and shall be incorporated into this Agreement by reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the Improvements as approved by the City Engineer.
- 2. Improvements. Developer shall construct the Improvements required to be constructed or agreed to be constructed under the Resolution of Approval and this Agreement as more specifically described in Exhibit "A" attached hereto and expressly made a part hereof by this reference and shall bear the full cost thereof. The methods, standards, specifications, sequence, and scheduling of construction shall be as approved by the City Engineer. Developer shall complete construction of water and sewer improvements servicing water and sewer improvements covered under this agreement. Agreement and Securities for improvements are provided as follows:
Agreement for Assessor's Parcel No. 331-120-066 For the Construction of Street and Drainage, Water System, Sewer, and Landscape Improvements, executed _____.
Bond No. 101292620 by MERCHANTS BONDING COMPANY (MUTUAL).
Faithful Performance Warranty Bond \$70,800.00.

3. Improvement Security. Developer shall at all times guarantee Developer's performance of this Agreement by furnishing to City, and maintaining, good and sufficient security as required by the Subdivision Laws on forms and in the amounts approved by City for the purposes as follows:

A. The class of security, hereinafter referred to as "warranty security," shall serve as a guarantee and warranty of the Improvements for a period of one year following the completion and acceptance of the Improvements. Developer shall furnish performance security prior to and as a condition precedent to City Council acceptance of the Improvements. Developer shall provide warranty security after Improvements are complete and prior to or concurrently accepted by the City.

As part of the obligation secured by the warranty security, and in addition to the face amount of such security, such security shall include and assure the payment of costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing the obligations thereby secured.

B. Improvement security shall conform with Section 66499 of the California Government Code and may be one or more of the following:

- 1) A cash deposit with City or a responsible escrow agent or trust company, at City's option.
- 2) Surety bonds, of the form specified in subsection 66499.2 of the California Government Code, issued by a surety or sureties listed in the U.S. Department of Treasury Circular 570 (latest version).
- 3) Certificates of deposit, in City's name, from one or more financial institutions subject to regulation by the state or federal government and having a financial quality rating of "A" or better and a commitment reliability rating of "R-2" or better on the Investment Data Exchange (of the Los Angeles County Treasurer's office).
- 4) Irrevocable letters of credit, in a form acceptable to and approved by the City Attorney, issued by one or more financial institutions meeting the requirements of Paragraph (3), pledging that the funds necessary to carry out the completion of the Improvements are on deposit, guaranteed for payment, and constitute a trust fund which is not subject to levy or attachment by any creditor of the depositor until released by City. Letters of credit shall guarantee that all or any portion of the funds available pursuant to the letters of credit will be paid upon the written demand of City and that such written demand need not present documentation of any type as a condition of payment, including proof of loss. The duration of any such letter of credit shall be for a period of not less than one year from the execution of the agreement with which it is provided and shall state, on its face, that the letter of credit will be automatically renewed until such time that City authorizes its expiration.
- 5) A lien upon the subdivided property, if City finds that it would not be in the public interest to require the installation of the Improvements sooner than two (2) years after recordation of the final map or Parcel for which the Improvements are required. The lien shall provide a collateral value of three (3) times the estimated cost of the Improvements and shall include the power of sale of the real property, all buildings and improvements thereon, or that may be erected upon or made thereto, together with all hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reservations, remainders, rents, issues, and profits thereof. The collateral value of the property shall be established at Developer's expense through an appraisal approved by City.
- 6) An instrument of credit from an agency of the state, federal or local government, when any agency of the state, federal, or local government provides at least twenty percent (20%) of the financing for the Improvements.
- 7) When Developer is a non-profit organization, security may be negotiable bonds, of the kind approved for securing deposits of public moneys with City or in favor of City, as specified in Section 16430 of the California Government Code, deposited, at City's option, with City or a responsible escrow agent or trust company.

- C. All securities shall be furnished in accordance with the provisions of Exhibit A. Warranty security shall equal Ten Percent (10%) of the amount of the estimated cost of constructing the Improvements, as estimated by the City Engineer or a duly authorized representative of the City Engineer, except as otherwise set forth in Exhibit A. The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents specified in this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. The City Engineer shall approve replacement of security.
- D. At the time of submittal of security, Developer shall pay to City administrative fees applicable to the form of security provided in accordance with the current City of Menifee Fee Schedules.
- E. Security shall not expire, be reduced, or become wholly or partially invalid for any reason, including non-payment of premiums, modifications of this Agreement and/or expiration of the time for performance stated in this Agreement.
- F. Security shall be released in the following manner:
- 3) If City receives no notice of recorded claims of lien, warranty bond period of one year may commence upon 90 days after final acceptance and/or approval by the City Council, of the Improvements. If City receives notice of any recorded lien, the provisions of the Subdivision Map Act shall apply.
 - 4) No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in paragraph 13 of this Agreement, the warranty period shall not commence until final acceptance of all the work and improvements by the City pursuant to Paragraph 10. Warranty security not utilized during the warranty period shall be released one year after final acceptance or approval by the City Council of all Improvements upon application by the Developer. However, if at the end of the one-year warranty period, there are one or more outstanding requests by City for performance of work or provision of materials under the terms of the warranty, warranty security shall be retained until the outstanding requests are satisfied or until Developer has made other arrangements satisfactory to the City Engineer.
 - 5) City may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.
4. Permits Required. Prior to commencing any phase of work, Developer shall obtain all permits required for that phase of work and pay all required fees. Work performed under a permit or permits shall comply with all provisions of the required permits.
5. Off-site Improvements. When the construction of one or more of the Improvements requires or necessitates the acquisition of real property not owned by Developer or City, Developer shall use its best efforts purchase such real property at a reasonable price. In the event that Developer is unsuccessful, despite its best efforts, to acquire such real property at a reasonable price, Developer may request in writing that City attempt to acquire such real property. City may, but is not required to, agree to attempt to acquire such real property on behalf of Developer. If City so agrees, City and Developer shall enter a separate written agreement in a form acceptable to the City Attorney. Said separate agreement shall provide that Developer advance to City funds in an amount approved by the City to acquire the real property. Any unexpended portion of said advance shall be refunded to Developer. In no event shall the failure of Developer or City to acquire such real property excuse, waive, or otherwise terminate Developer's obligation to construct the applicable improvement pursuant to this Agreement or the Conditions of Approval.
6. Completion of Improvements; Inspection.
- 6.1 Construction of Improvements. Developer shall begin construction of the Improvements within ninety (90) days and shall complete construction within twelve (12) months after the approval of this

Agreement. Portions of the Improvements may be completed at a later date, as determined by the City Engineer or as set forth in Exhibit A. Failure by Developer to begin or complete construction of the Improvements within the specified time periods shall constitute cause for City, in its sole discretion and when it deems necessary, to declare Developer in default of this agreement, to revise improvement security requirements as necessary to ensure completion of the improvements, and/or to require modifications in the standards or sequencing of the Improvements in response to changes in standards or conditions affecting or affected by the Improvements. Said failure shall not otherwise affect the validity of this agreement or Developer's obligations hereunder. The City may use the Securities to construct the improvements or portions thereof at the City's sole discretion.

6.2 Inspection. Developer shall at all times maintain proper facilities and safe access for inspection of the public improvements by City and to the shops wherein any work is in preparation. Upon completion of the work, the Developer may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards and accepted by the City as described in Paragraph 10 of this Agreement. Developer shall bear all costs of plan check, inspection and certification.

7. Force Majeure. In the event that Developer is unable to perform within the time limits herein due to strikes, act of God, or other events beyond Developer's control, the time limits for obligations affected by such events will be extended by the period of such events.
8. Time Extension. Developer may make application in writing to the City Engineer for an extension of time for completion of the Improvements. The City Engineer, in their sole and absolute discretion, may approve or deny the request or conditionally approve the extension with additions or revisions to the terms and conditions of this Agreement.

As a condition of the time extension, Developer shall furnish securities, similar in form and substance to those required in SECTION 3 hereinabove, to cover the period of extension. The value of the securities shall be sufficient to ensure the performance of and payment for Improvements that remain incomplete at the time of the extension, and to provide warranty security on completed Improvements, as determined by the City Engineer.

9. Survey Monuments. Before final acceptance of street improvements, Developer shall place survey monuments in accordance with the provisions of Sections 66495, et sec. of the Subdivision Map Act and of the appropriate sections of the Menifee Municipal Code. Developer shall provide the City Engineer written proof that the monuments have been set, evidence of payment and receipt thereof by the engineer or surveyor setting the monuments, and intersection monument tie-outs for monuments set in public streets.
10. Final Acceptance of Improvements. At the completion of construction and prior to acceptance of the Improvements by City, Developer shall submit a request for final approval by City. The request shall be accompanied by any required certifications from Developer's engineers or surveyors, approval letters from other agencies having jurisdiction over and approval authority for improvements required by this Agreement or the Conditions of Approval, and any required construction quality documentation not previously submitted.

Upon receipt of said request, the City Engineer or a duly authorized representative will review the required documentation and will inspect the Improvements. If the Improvements are determined to be in accordance with applicable City standards and specifications, and as provided herein, obligations required by the Conditions set forth in the Resolution of Approval and this Agreement have been satisfied, and Developer has provided revised plans as required in Paragraph 12, hereinafter, the City Engineer shall recommend acceptance of the Improvements by the City Council.

11. Injury to Improvements. Until such time as the Improvements are accepted by City in accordance with Paragraph 10, Developer shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all Improvements required by this Agreement are fully completed and accepted by City, Developer will be responsible for the care,

maintenance of, and any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Developer.

12. Revisions to Plans. When the Improvements have been inspected and approved by the City Engineer, Developer shall make any necessary revisions to the original plans held by City, so the plans depict the actual Improvements constructed. When necessary, revisions have been made, each separate sheet of the plans shall be clearly marked with the words "As-Built," "As-Constructed," or "Record Drawing," the marking shall be stamped by an engineer or surveyor, as appropriate for the improvements thereon, who is licensed to practice in California, and the plans shall be resubmitted to the City Engineer.
13. Improvement Warranty. Developer hereby guarantees the Improvements to City for a period of one (1) year, beginning on the date of final acceptance of the Improvements by the City Council, against any defective work or labor done, or defective materials furnished, and shall repair or replace such defective work or materials. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by Developer fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, Developer shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly or in accordance with this requirement, Developer hereby authorizes City, at City's sole option, to perform the work twenty (20) days after mailing written notice of default to Developer and to Developer's Surety, and agrees to pay the cost of such work by City. Should City determine that an urgency requires repairs or replacements to be made before Developer can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Developer shall pay to City the cost of such repairs.
14. Release of Security. City shall retain and release securities in accordance with the provisions of Section 3 of this agreement. Prior to the release of payment security, the City Engineer may require Developer to provide a title report or other evidence sufficient to show claims of lien, if any, that may affect the amount of payment security released.
15. City Right to Cure. If Developer fails to perform any obligation hereunder and such obligation has not been performed, or commenced and diligently pursued, within sixty (60) days after written notice of default from City, then City may perform the obligation, and Developer shall pay the entire cost of such performance by City including costs of suit and reasonable attorney's fees incurred by City in enforcing such obligation. In cases of emergency or compelling public interest, as determined by the City Engineer, the requirement for written notice of default and/or the passage of sixty (60) days shall be deemed waived and all other provisions of this Article shall remain in effect.
16. Injury to Public Improvements, Public Property or Public Utility Facilities. Developer shall replace or have replaced, or repair or have repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work performed under this Agreement. Developer shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.
17. Indemnification.
 - a. Neither City nor any and all of its officials, employees and agents ("Indemnified Parties") shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents or employees in the performance of this Agreement. Developer further agrees to protect and hold harmless Indemnified Parties from any and all claims, demands, causes of action, liability or loss of any sort, including, but not limited to, attorney fees and litigation expenses, because of, or arising out of, acts or omissions of Developer, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising

out of, in whole or in part, the design of construction of the Improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other public improvements.

b. Acceptance by City of the Improvements shall not constitute an assumption by City of any responsibility for any damage or taking covered by this paragraph. City shall not be responsible for the design or construction of the subdivision or the improvements pursuant to the approved Improvement Plans or map, regardless of any negligent action or inaction taken by City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. Except as may be provided above, City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. Nothing contained in this paragraph is intended to or shall be deemed to limit or waive any protections or immunities afforded by law to City or any and all of its officials, employees and agents ("Indemnified Parties"), by virtue of city's approval of the plan or design of the Improvements, including without limitation the protections and immunities afforded by Government Code Section 830.6. After acceptance of the improvements, Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Developer shall not be responsible for routine maintenance. Provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by City of the Improvements. It is the intent of this paragraph that Developer shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that city shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The Improvement Security shall not be required to cover the provisions of this paragraph.

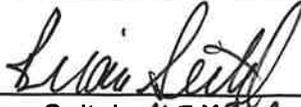
18. No Modification of Conditions. This Agreement shall in no respect act to modify or amend any provision of the Conditions of Approval. In the event that any requirement or condition of this Agreement is inconsistent with or fails to include one or more provisions of the Conditions of Approval, which document(s) is (are) incorporated herein by reference, the provisions in the Conditions of Approval shall remain in effect and shall control.
 19. Severability. In the event that a court of competent jurisdiction determines that any provision or provisions of this Agreement are unenforceable, all provisions not so held shall remain in full force and effect.
 20. Developer No Agent of City. Neither Developer nor any of Developer's agents, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.
18. General Provisions.
- A. All notices pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses indicated hereon. Notices personally delivered shall be effective upon delivery. Notices mailed as provided herein and sent postage prepaid shall be effective upon the date of delivery or refusal indicated on the return receipt. Either party may change its address for notices hereunder by notice to the other given in the manner provided in this subparagraph.
 - B. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.
 - C. Neither party to this Agreement relies upon any warranty or representation not contained in this Agreement.

- D. This Agreement shall be governed by and interpreted with respect to the laws of the State of California.
- E. In the event of any dispute between the parties with respect to this Agreement, the prevailing party shall be entitled to prompt payment of its reasonable attorneys' fees from the non-prevailing party.
- F. Any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies provided for hereunder.
- G. Time is of the essence in the performance of each and every provision of this Agreement.
- H. The Recitals to this Agreement are hereby incorporated into and expressly made a part of the terms of this Agreement.
- I. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

IN WITNESS WHEREOF, Developer has affixed his name, address and seal.

Dated: OCTOBER 16, 2024

By: Menifee Retail Center, LLC


Brian Seitel, MEMBER

Please see attached

Dated: _____, 2024

CITY OF MENIFEE

By: 
Nick Fidler, Public Works Director

CITY OF MENIFEE

By: _____
Armando G. Villa, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Stephanie Roseen, Acting City Clerk

By: _____
Jeffrey T. Melching, City Attorney

SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On Oct 23, 2024 before me, Erin Donahoo, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Erin Donahoo
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Improvement Agreement
(Title or description of attached document)

Conditional Use Permit
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

Exhibit A
SECURITY – ASSESSOR’S PARCEL NO. 331-120-066

STREET, DRAINAGE, WATER, SEWER, AND LANDSCAPE IMPROVEMENTS, IP18-017

CITY OF MENIFEE ENGINEERING DEPARTMENT
 CONSTRUCTION COST WORKSHEET
 RV SUPER CENTER - ENCANTO DRIVE & McLAUGHLIN ROAD

MAP OF TRUMBLE FARMS

LOTS 9 & 10

DATE: 10/10/2024

IP: 18-017S

FAITHFUL PERFORMANCE
 SECURITY

(100% of Estimated
 Construction Costs)

IMPROVEMENTS

| | | | | | |
|--------------------------|----|-------------------|--|----|-------------------|
| Street/Drainage | \$ | 682,163.16 | | \$ | 682,000.00 |
| *Flood Control | \$ | 0.00 | | \$ | 0.00 |
| Dom Wtr EMWD | \$ | 17,971.20 | | \$ | 18,000.00 |
| Rec Wtr EMWD | \$ | 0.00 | | \$ | 0.00 |
| Sewer EMWD | \$ | 7,999.20 | | \$ | 8,000.00 |
| | | | | | |
| Total | | 708,133.56 | | \$ | 708,000.00 |
| Warranty Retention (10%) | | | | \$ | 70,800.00 |

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathematical extensions, using City's unit costs, are accurate for determining bonding costs

Above amounts do not include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).



 Signature

_____ 10/10/2024
 Date

BERNHARD K. MAYER

 Name Typed or printed

36866 6/30/2026

 RCE# Exp. Date



Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

***** PLEASE READ INSTRUCTIONS BELOW *****

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Menifee Improvement Requirement Worksheet."
2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. **100% for Flood Control items.
3. For Construction items not covered by "The City of Menifee Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If City of Menifee Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF MENIFEE ENGINEERING DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET AND DRAINAGE IMPROVEMENTS

| ITEM | QUANTITY | UNIT | UNIT COST | AMOUNT |
|---|---------------------------------------|------|--------------|----------------------|
| ENCANTO DR. & McLAUGHLIN RD. Area = | 56,633 | S.F. | | |
| Asphalt Concrete (144 lbs/cu.ft) Thickness in Feet (0.33' min.) = 0.42 | 877 | TON | \$ 90.00 | \$ 78,930.00 |
| Agg Base Class II Thickness in Feet = 0.67 | 1,084 | C.Y. | \$ 50.00 | \$ 54,200.00 |
| Sawcut Exist. A.C. Pavement | 612 | L.F. | \$ 1.00 | \$ 612.00 |
| Grinding A.C. , in place | 13,429 | S.Y. | \$ 0.60 | \$ 8,057.40 |
| Remove A.C. Pavement | 784 | S.Y. | \$ 8.00 | \$ 6,272.00 |
| AC overlay (min. 0.10') | 13,429 | S.F. | \$ 0.90 | \$ 12,086.10 |
| Curb and Gutter (Type A-8) | 772 | L.F. | \$ 16.00 | \$ 12,352.00 |
| A.C. Dike (8")(incl. material & labor) | 118 | L.F. | \$ 10.00 | \$ 1,180.00 |
| P.C.C. Sidewalk | 4,368 | S.F. | \$ 6.00 | \$ 26,208.00 |
| P.C.C. Driveway Approach | 1,817 | S.F. | \$ 8.00 | \$ 14,536.00 |
| ADA Access Ramp (w/ new construction) | 1 | EA. | \$ 1,500.00 | \$ 1,500.00 |
| LANDSCAPING | | | | |
| Landscape and Irrigation | 6,880 | S.F. | \$ 3.50 | \$ 24,080.00 |
| Water Meter | 2 | EA | \$ 7,000.00 | \$ 14,000.00 |
| DRAINAGE | | | | |
| Under Sidewalk Drain Std 309 | 4 | EA | \$ 2,000.00 | \$ 8,000.00 |
| R.C. Box Culvert (1'X5') | 5 | C.Y. | \$ 400.00 | \$ 2,000.00 |
| 36" R.C.P. round, arch or elliptical | 845 | L.F. | \$ 178.00 | \$ 150,410.00 |
| Catch Basin W=14' | 1 | EA. | \$ 7,500.00 | \$ 7,500.00 |
| Transition Structure No. 1 | 1 | EA. | \$ 12,500.00 | \$ 12,500.00 |
| Manhole No. 1 | 1 | EA. | \$ 5,000.00 | \$ 5,000.00 |
| SIGNING, STRIPING AND SIGNALS | | | | |
| 4" Painted Solid Stripes | 493 | L.F. | \$ 0.21 | \$ 103.53 |
| 4" Painted Broken Stripes | 209 | L.F. | \$ 0.16 | \$ 33.44 |
| Painted Pavement Markings | 85 | S.F | \$ 2.70 | \$ 229.50 |
| Road Sign on existing pole / post (One Post) | 1 | EA. | \$ 150.00 | \$ 150.00 |
| Survey | 1 | LS | \$ 8,000.00 | \$ 8,000.00 |
| Design/submittals/review | 1 | LS | \$ 40,000.00 | \$ 40,000.00 |
| Mobilization | 1 | LS | \$ 30,000.00 | \$ 30,000.00 |
| Traffic Control | 1 | LS | \$ 15,000.00 | \$ 15,000.00 |
| A. | Subtotal | | | \$ 532,939.97 |
| B. | Administrative Contingency (20% x A) | | | \$ 106,587.99 |
| C. | CM - Inspection - LC (8%) | | | \$ 42,635.20 |
| D. | Streets/Drainage Total (A + B) | | | \$ 682,163.16 |

CITY OF MENIFEE ENGINEERING DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
DOMESTIC WATER IMPROVEMENTS

| ITEM | QUANTITY | UNIT | UNIT COST | AMOUNT |
|---------------------------------------|--------------------------------------|------|-------------|---------------------|
| 6" Fire Hydrant (Super) | 1 | EA. | \$ 4,500.00 | \$ 4,500.00 |
| 1-1/2" Service Connection (No Meter) | 1 | EA. | \$ 2,480.00 | \$ 2,480.00 |
| 6" Service Connection (No Meter) | 1 | EA. | \$ 5,500.00 | \$ 5,500.00 |
| A. | Subtotal | | | \$ 12,480.00 |
| B. | Administrative Contingency (20% x A) | | | \$ 2,496.00 |
| C. | Water Total (A + B) | | | \$ 14,976.00 |
| | PRIOR TO HAVING SIGNED PLANS | | | |
| D. | 20% x C | | | \$ 2,995.20 |
| E. | Water Total (C + D) | | | \$ 17,971.20 |

CITY OF MENIFEE ENGINEERING DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
SANITARY SEWER IMPROVEMENTS

| ITEM | QUANTITY | UNIT | UNIT COST | AMOUNT |
|---|--------------------------------------|------|-------------|--------------------|
| 4" PVC SDR 35 (Use it for Residential Laterals) | 53 | L.F. | \$ 25.00 | \$ 1,325.00 |
| Clean out | 1 | EA. | \$ 730.00 | \$ 730.00 |
| Join Existing 12" Pipe | 1 | EA. | \$ 2,000.00 | \$ 2,000.00 |
| Adjust M.H. to grade | 3 | EA. | \$ 500.00 | \$ 1,500.00 |
| Concrete Encasement | | L.F. | \$ 35.00 | \$ 0.00 |
| A. | Subtotal | | | \$ 5,555.00 |
| B. | Administrative Contingency (20% x A) | | | \$ 1,111.00 |
| C. | Sewer Total (A + B) | | | \$ 6,666.00 |
| | PRIOR TO HAVING SIGNED PLAND (| | | |
| D. | 20% x C | | | \$ 1,333.20 |
| E. | Sewer Total (C + D) | | | \$ 7,999.20 |

