CITY OF HEMET

Community Development Department

REQUEST FOR PROPOSALS (RFP)

For CEQA Consulting Services for a Proposed Subsequent Environmental Impact Report for the Rancho Diamante Project – Phase II

Project Name: Specific Plan Amendment No. 15-001, General Plan Amendment No. 15-002 & Tentative Tract Map No. 36841 – Rancho Diamante

Applicant: Rancho Diamante Investments, LLC

Project Location: West of Warren Road, east of the San Diego Aqueduct, and south of the railroad tracks, Hemet Channel and (new) Stetson Avenue

Project Site APN: 465-100-016, 465-100-022, 465-110-020, 465-110-021, 465-110-022, 465-110-023 & 465-110-027

RFP Release Date: February 8, 2016

Proposal Closing Date and Time: February 29, 2016 at 12:00 PM

Submittal Location:
City of Hemet – Planning Division
Attn: Carole Kendrick
445 E. Florida Ave
Hemet, CA, 92543-4209

Contact Person:
Carole Kendrick
Associate Planner
(951) 765-2373
ckendrick@cityofhemet.org

I. RFP Invitation:

The City of Hemet is seeking a qualified professional environmental consulting firm (Consultant) to submit a proposal to assist the City in preparing a Subsequent Environmental Impact Report for a proposed development project in the City, known as Rancho Diamante. The proposed project, requested scope of work, the content of the proposal, and the selection process are described in this Request for Proposal (RFP). It is the intent of the City to select a single consultant and contract with this firm for this specific development project.

II. Project Location and Background

The project site encompasses 245.07 acres of currently undeveloped land located in the southwest portion of the City of Hemet, as shown in the Vicinity Map in Attachment A. An aerial photo of the site and surrounding area is provided as Attachment 1. The site is bordered by Warren Road to the east, the rail line and the Hemet Channel to the north, the MWD aqueduct to the west, and vacant agricultural land to the south.

The project site is designated in the City's General Plan as Low Density Residential (LDR 2.1-5.0 du/ac). The zoning designation for project site is the Page Ranch Planned Community Development (PCD79-93), as shown in Attachment 2. The Page Ranch Planned Community Development was originally adopted in 1980 and is considered to be a Specific Plan. The Page Ranch Planned Community Development document has been amended several times, with the last amendment occurring in 2009 (SPA 06-004).

The Page Ranch Planned Community Development includes a wide range of land uses that include residential uses from Low Density (1 dwelling unit per 2.5 acres) up to High Medium Density (17 dwelling units per acre), Open Space Preserve, Open Space Recreation, Commercial, Industrial, Fire Station, Cemetery and Public School. The existing Land Use Plan and Planning Areas for Page Ranch are included as Attachment 3. The majority of the Specific Plan has previously been developed. The subject property is one of the last remaining undeveloped portions of the Page Ranch PCD.

The City of Hemet previously approved Tentative Tract Map No. 35394 in March of 2009 which included 91.66 acres of the 245.07 acre proposed Tentative Tract Map (36841). The approved map (35394) included 390 single family, senior residential lots and ten (10) lettered open space lots. Due to the inclusion of approximately 150 additional acres, staff recommended that the applicant apply for a new tentative map (36841), in place of revising the approved tentative map (35394). In addition, the new TTM 36841 is designed for all-age single family housing, and not limited to senior housing,

III. Project Description/Scope of Work:

The City of Hemet Planning Department has received a Specific Plan Amendment, General Plan Amendment and Tentative Tract Map applications from the property owner Rancho Diamante Investments, LLC. The three (3) applications are described below and will require environmental review in compliance with the California Environmental Quality Act (CEQA) guidelines. The City anticipates that the project may meet the standards for a Subsequent Environmental Impact Report (SEIR), thus, the City requires the services of a consulting firm to assist in the preparation of the SEIR to comply with CEQA. The work also requires familiarity with CEQA regulations and the City of Hemet General Plan, zoning and development regulations.

The proposed development project includes three (3) applications described as follows:

1) **Specific Plan Amendment (SPA 15-001)** – An amendment to the adopted Page Ranch PCD 79-93, to revise the land use boundaries and planning areas, include the extension of Mustang Way to (new) Stetson Avenue, delete the alignment of (new) Warren Road through the property, reduce the density from 3.44 to 3.27 du/ac and reduce the unit count from 744 to 635 units. Planning Areas VI and X are currently separated by the location of New Warren Road. The Planning Area boundaries will be modified to delete New Warren Road and include the extension of Mustang Way, which will separate the Planning Areas. The land use designations will be modified from Low Density Residential to Low Medium Density Residential and Open Space Recreation. The Specific Plan Amendment also includes associated text changes.

2) **General Plan Amendment (GPA 15-002)** – A General Plan Amendment to the General Plan Circulation Element to include the extension of Mustang Way to (new) Stetson Avenue and to change the classification of Warren Road from a 6 lane arterial to a 4 lane arterial between Simpson Road and Whittier Avenue.

3) **Tentative Tract Map No. 36841 (MAP 15-008)** - Tentative Tract Map No. 36841 proposes to subdivide 245.07 acres into 635 single family residential lots with an average lots size of 6,200 sq. ft. and 60.63 acres of park and open space area. The proposed tentative tract map will replace and expand a previously approved Tentative Tract Map No. 35394.

4) **Prior Environmental Review Documents**
   - Original EIR for the Southwest Area (SCH#79020595)
   - Subsequent EIR for an earlier amendment (SPA 06-004) to the Page Ranch Planned Community Development Plan for the project site (SCH#2007091039)
   - City's General Plan EIR, adopted in 2012 (SCH#2010061088)

5) **Technical Studies** –The focus of the analysis shall include the change in proposed density or intensity of the land uses as a result of the Specific Plan Amendment and Tentative Tract Map for the property. Baseline General Plan conditions were addressed in the City's Final EIR for the Hemet General Plan 2030, adopted in 2012 and available online at www.cityofhemet.org.

   A. Studies prepared by the applicant:
      - Project Specific Water Quality Management Plan prepared by Chang Consultants on October 5, 2015
      - Preliminary Drainage Study prepared by Chang Consultants on October 2, 2015
      - Supplemental Geotechnical Exploration prepared by Leighton and Associates on August 25, 2015
      - Traffic Impact Analysis currently being prepared by Urban Crossroads
      - Biology/MSHCP Consistency Analysis being prepared by Cadre Environmental
      - Soils (currently being prepared)
      - Phase 1 (currently being prepared)
      - Hydrology (currently being prepared)

- Hemet Ryan Airport Land Use Plan Compatibility Study (currently being updated)

B. Studies and Technical Analysis to be prepared by Consultant:
   - Green House Gas/Air Quality
   - Noise
   - Cultural Resources
   - Any other required studies, determined by the project review
   - All other analysis to prepare a Subsequent EIR, pursuant to CEQA Guidelines

IV. Project Review Process

The proposed project will require consideration of a Specific Plan Amendment (SPA), General Plan Amendment (GPA) and Tentative Tract Map (MAP) as public hearings before the City of Hemet Planning Commission and by the Hemet City Council as a public hearing item. In order to process the Specific Plan Amendment, General Plan Amendment and Tentative Tract Map in a timely manner, the City of Hemet seeks to outsource the preparation of a complete and comprehensive Subsequent Environmental Impact Report for the proposed project that builds upon the original EIR. The consultant selected by the City under this RFP will work directly with the City's project Planner and the Community Development Director. The consultant selected under this RFP will prepare all SEIR documents, public notices, and mailings pursuant to the requirements of the California Environmental Quality Act (CEQA) and as stipulated by the City.

V. Deliverables

The completed work product shall include but not be limited to the following:

1. Kick-off meeting with city staff and progress meetings or conference calls as applicable.

3. Review or preparation as required of necessary technical studies and reports to support the SEIR findings and mitigation measures.

4. Identification of mitigation measures and recommendations for identified areas of potential impact.

5. Preparation of an Administrative Draft SEIR for Staff review.

6. Preparation of a Draft SEIR for public review, and responses to any comments received on the SEIR.

7. Development of a Mitigation Monitoring and Reporting Program.

8. Preparation of Findings of Fact and a Statement of Overriding Considerations, if required.

9. Preparation and filing of all required notices (e.g.: Notice of Intent, Notice of Determination, Agency Notices, County Clerk Notice/Posting, Public Hearing Notices (1 Original)) in compliance with the procedures outlined in CEQA.

10. Attendance at the public hearing meetings and presentation of draft environmental analysis, findings, and mitigation.

11. Preparation and submittal of all necessary documentation to the Department of Fish and Game, responsible agencies and the required tribal consultation.

12. Circulation of the Draft SEIR and Technical Appendices to the State Clearinghouse and all applicable agencies.

13. Draft SEIR documents for public hearing and circulation:
    - Five (5) bound copies of the Administrative Review Draft
    - Twenty (20) bound copies of the Public Hearing Draft EIR
    - One (1) electronic copy in PDF format
    - One (1) electronic copy in MS Word format
    - CD copies of the SEIR and Appendices as needed for transmittal to public agencies

VI. Final SEIR Document

In addition to the copies needed for noticing and mailings, the Consultant shall provide to the City the following copies of the final environmental document including all attachments, exhibits, and technical reports:

- Ten (10) bound copies,
- One (1) unbound reproducible copy,
- One (1) electronic copy in PDF format, and
- One (1) electronic copy in MS Word format.

VII. Proposal Contents

Proposals to complete the SEIR shall include, at a minimum, the following information:

1. **Project Experience & Qualifications** – This should serve to describe your firm's experience in developing Environmental Documents in accordance with CEQA. Include the background, experience and qualifications of individual team members and any sub-consultants.

2. **References** – Please provide a list of relevant project experience in preparing similar CEQA documents that were successfully completed by your firm and adopted by a municipality or public agency. Please include at least three (3) public agency references including a contact person and phone number.

3. **Proposed Consultant Team** – This section should provide a list of team members (names and titles) assigned to the project, including any sub-consultants. This section should also indicate the primary contact person and/or Project Manager. Please list only those members that will have direct hands-on responsibilities for this project, and their respective roles for the project.

4. **Scope of Work** – In responding to this Request for Proposal, the Consultant shall provide a description of both the proposed approach and the work product which shall include a listing of what the Consultant perceives will be required for this SEIR including a listing of any special studies. Sufficient detail should be included for the reviewer to determine the scope of analysis to be provided. Please include your

expectation of City staff involvement and available documents or data as part of the preparation of the SEIR.

5. **Deliverables** – Provide an itemized list of all deliverables, with the number of sets and milestones for delivery to the City.

6. **Budget** – The proposed budget must be listed by task, estimated hours and cost per task. The contract will be based on a fixed fee "Not to Exceed" budget.

7. **Draft and Final SEIR Timeline** – The consultant shall provide a schedule for completion of the Draft and Final SEIR document. The time estimated to complete the SEIR will be part of the criteria used to evaluate the proposals.

VIII. Selection Process

The proposals will be evaluated by City Staff on the basis of qualifications of the firm and respective staff experience preparing environmental documents for comparable projects, cost effectiveness, references, and estimated completion schedule. The City may, at its discretion, request an interview with consultants to clarify the scope of the services or technical approach presented in the proposal. The selected consultant will be invited to enter into a Professional Services Agreement with the City of Hemet. A copy of the standard form agreement is Attachment No. 7 to this RFP.

1. Submission Deadline

Proposals to this RFP will be accepted until 12:00 p.m. on Monday, February 29, 2016. Please submit the documents to:

Carole Kendrick
Associate Planner
City of Hemet
445 E. Florida Ave
Hemet, CA 92543-4209

2. Submittal

Three (3) hard copies of the proposal shall be delivered and contain all required content listed in Section VII of this proposal.

3. Inquiries

For additional information or questions, please contact Carole Kendrick, Associate Planner, at (951) 765-2373 or Deanna Elliano, Community Development Director, at (951) 765-2370, Monday through Thursday, 7:00 a.m. to 5:30 p.m.

4. City Disclaimer

The City reserves the right to reject any or all the Proposals, to waive any informality in any Proposal, and to select the proposal that best meet the City's need related to the proposed development project. The City also reserves the right to reduce or revise elements of the scope of services, or to amend or modify the contractual requirements, or to negotiate with any qualified consultant. All costs incurred in the preparation of the proposal, in the submissions of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be responsibility by the proposed firm. All proposals submitted to the City in response to this RFP will become the property of the City of Hemet and will not be returned. The "technical" portion of the

Proposal will be considered public information and included in the scope of work in the contract.

5. Standard Contract

The Consultant that is chosen to perform the work outlined in this RFP will be required to enter into a professional services agreement with the City and comply with the City's insurance requirements as indicated in the agreement (Attachment No. 7).

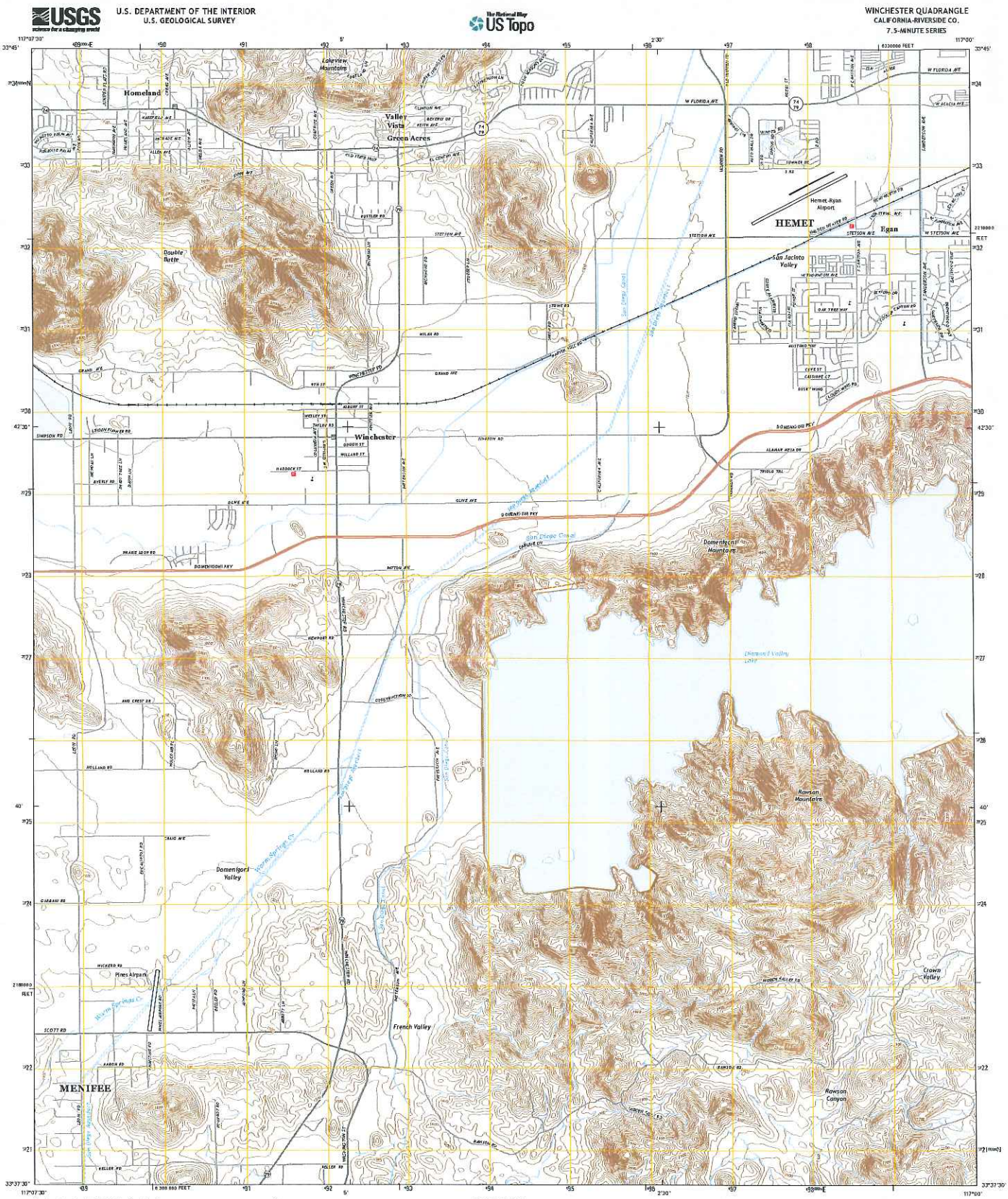
The City of Hemet welcomes your participation in submitting a proposal. If you have any questions related to this RFP, feel free to contact me at your convenience. I can be reached by phone at (951) 765-2373 or via email at ckendrick@cityofhemet.org.

Sincerely,

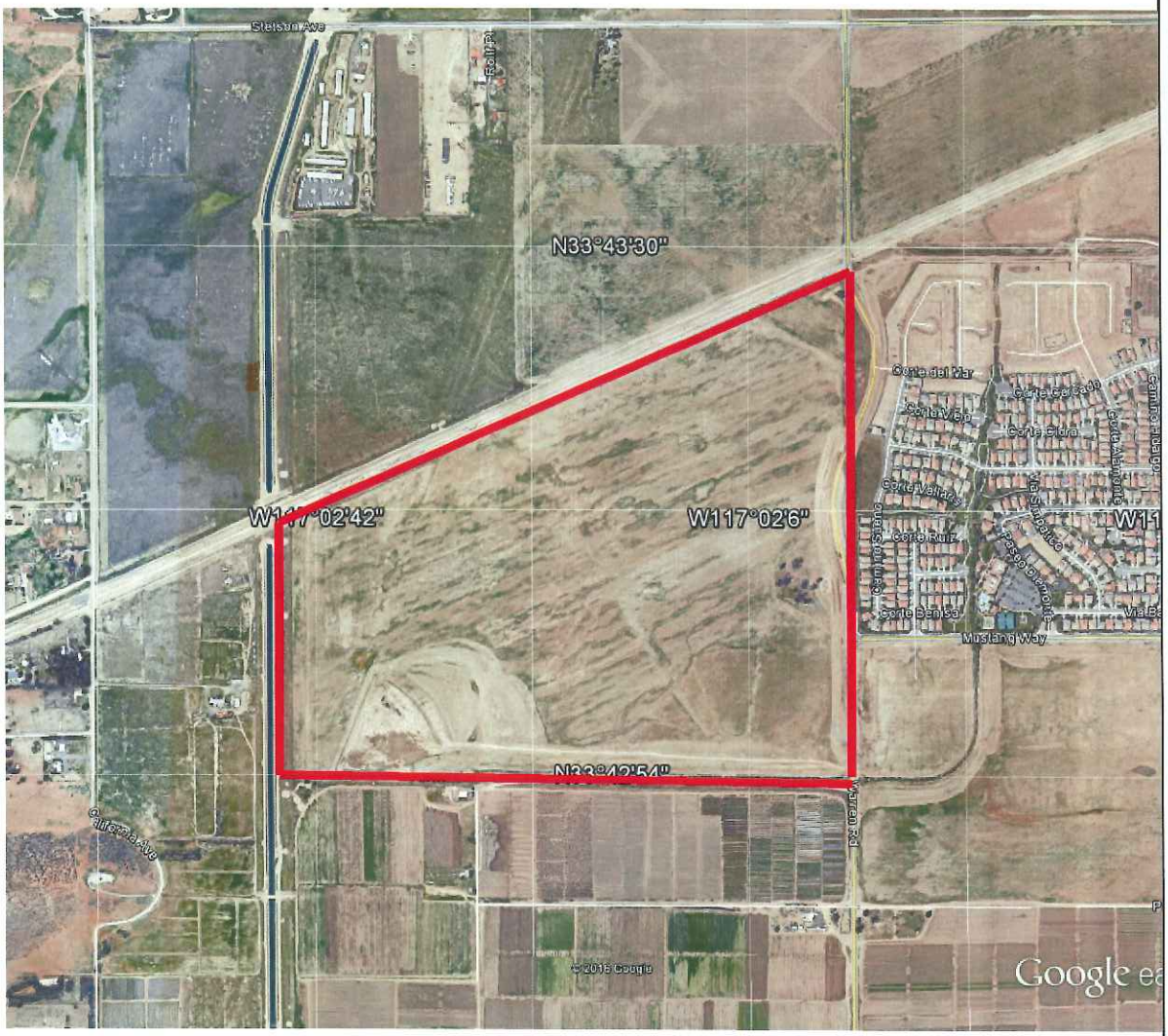
Carole L. Kendrick
Associate Planner

Attachments:

A. Vicinity Map
1. Aerial Map of the Site
2. Zoning Map & Site Location
3. Existing Specific Plan
    a. Land Use Plan
    b. Planning Areas
4. Specific Plan Amendment
    a. Proposed Land Use Plan
    b. Proposed Planning Area Exhibit
    c. Proposed Circulation Exhibit
5. Tentative Tract Map No. 36841 Exhibit
6. Assessor's Parcel Map
7. Standard "Agreement for Service" Contract Form



A. Vicinity Map



SPA15-001, GPA15-002 & TTM36841 – Rancho Diamante

Aerial Map

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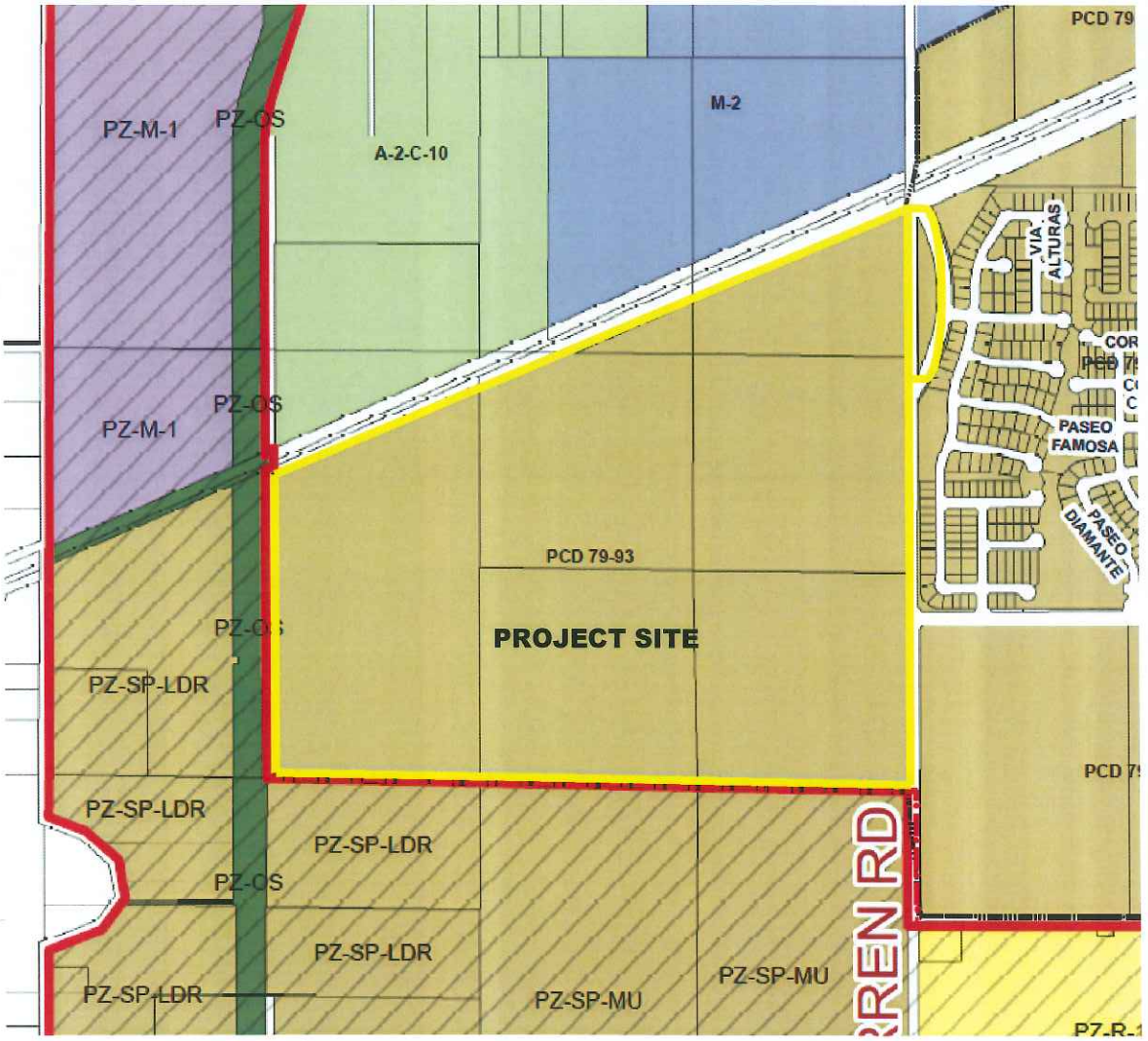
1. Aerial Map of Site

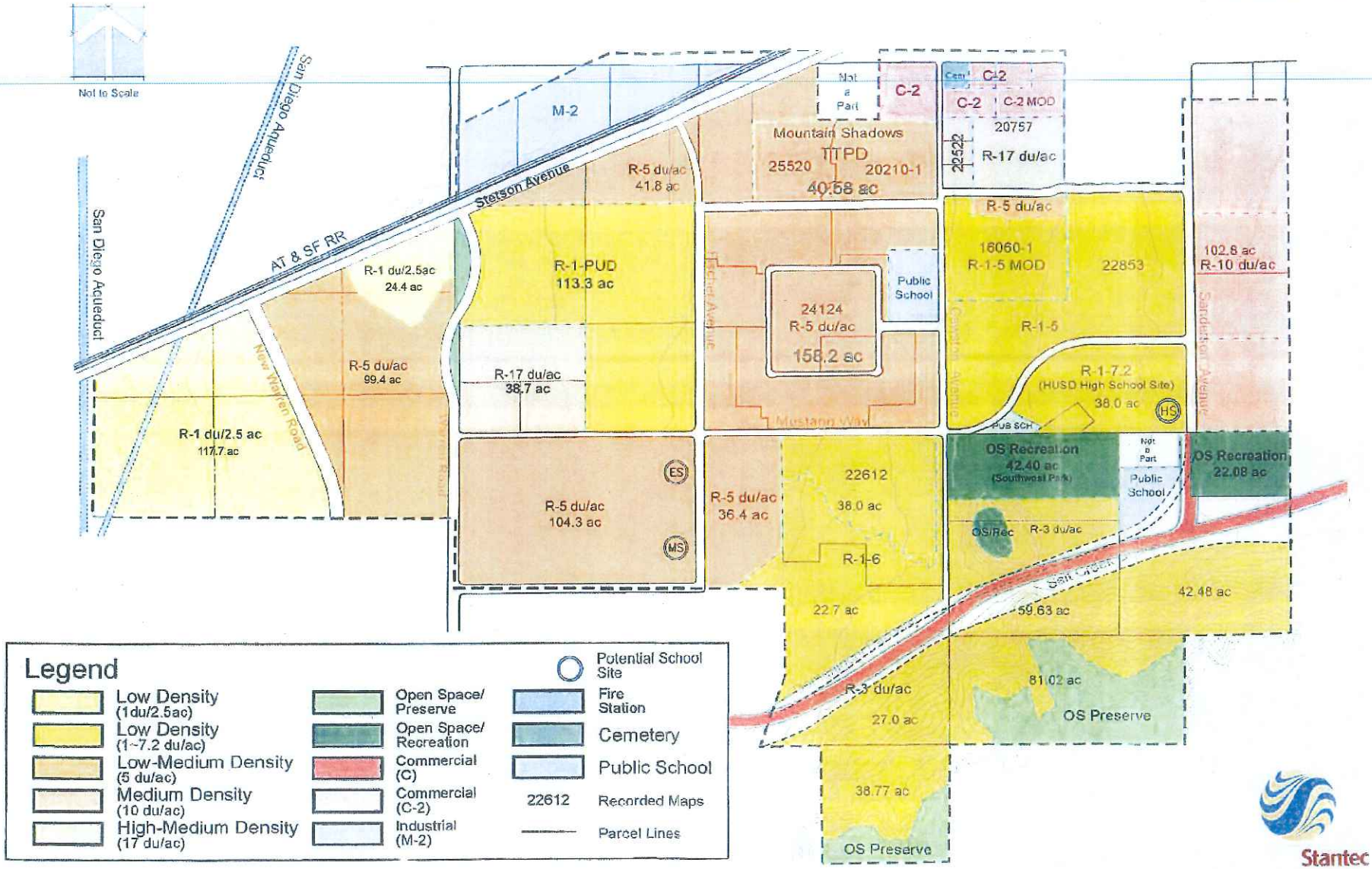


SPA15-001, GPA15-002 & TTM36841 – Rancho Diamante

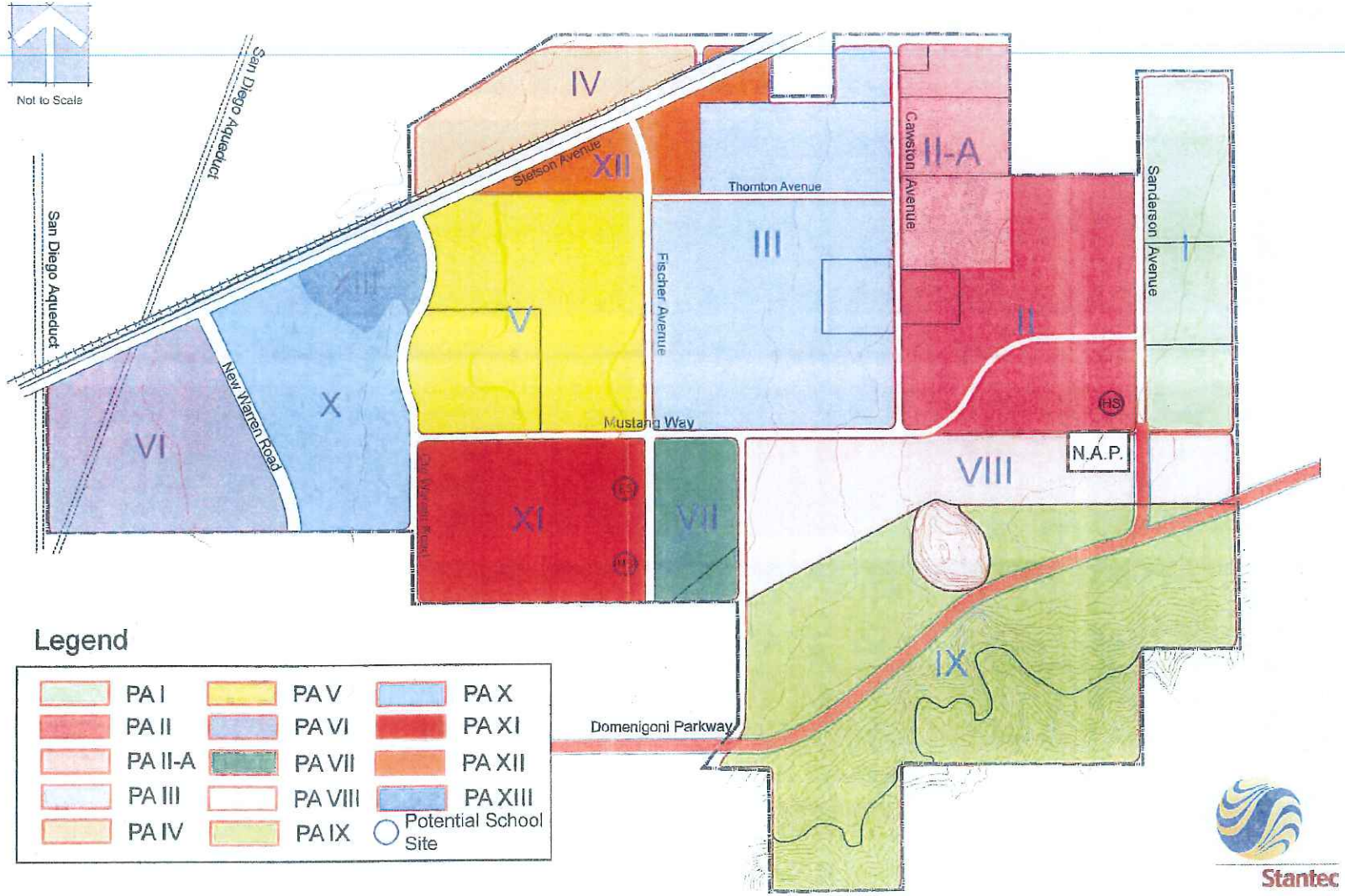
Zoning Map

3.a. Existing Land use Plan

Land Use Plan



Stantec



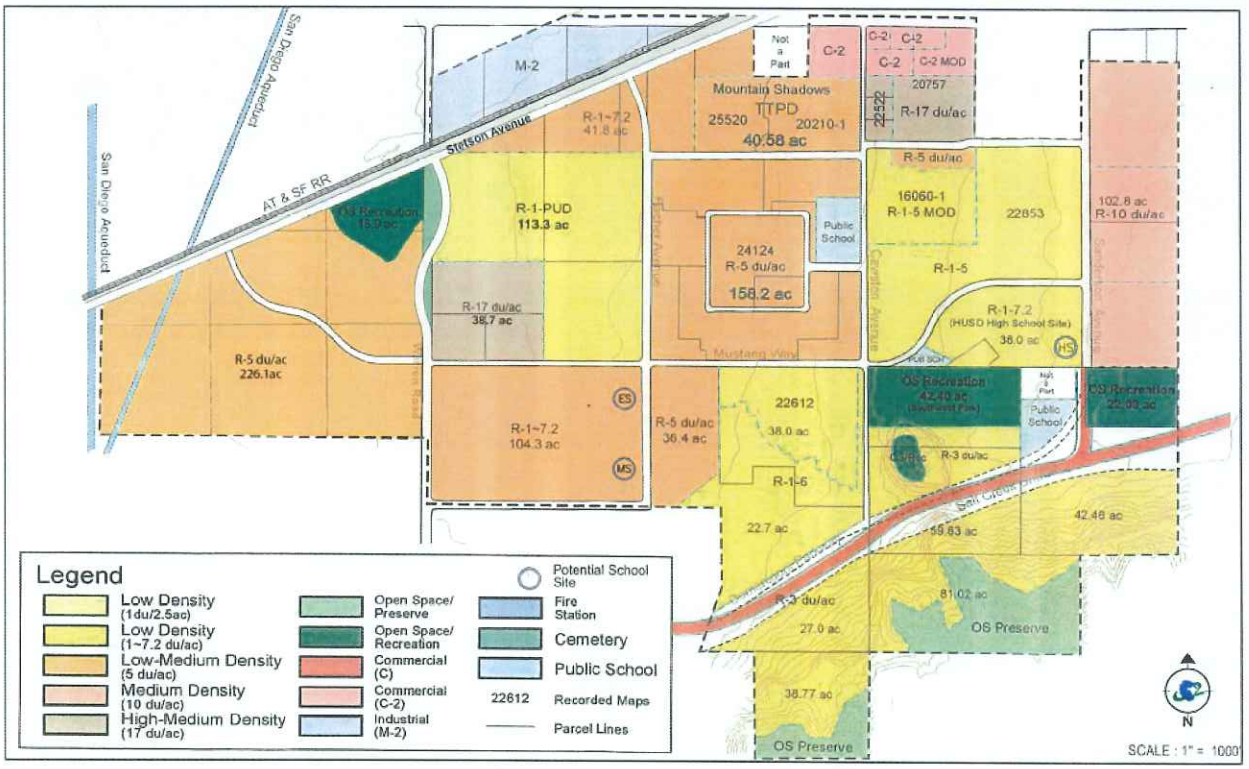
Stantec

3.b. Existing Planning Areas

I. Introduction

Page Ranch
Planned Community Development

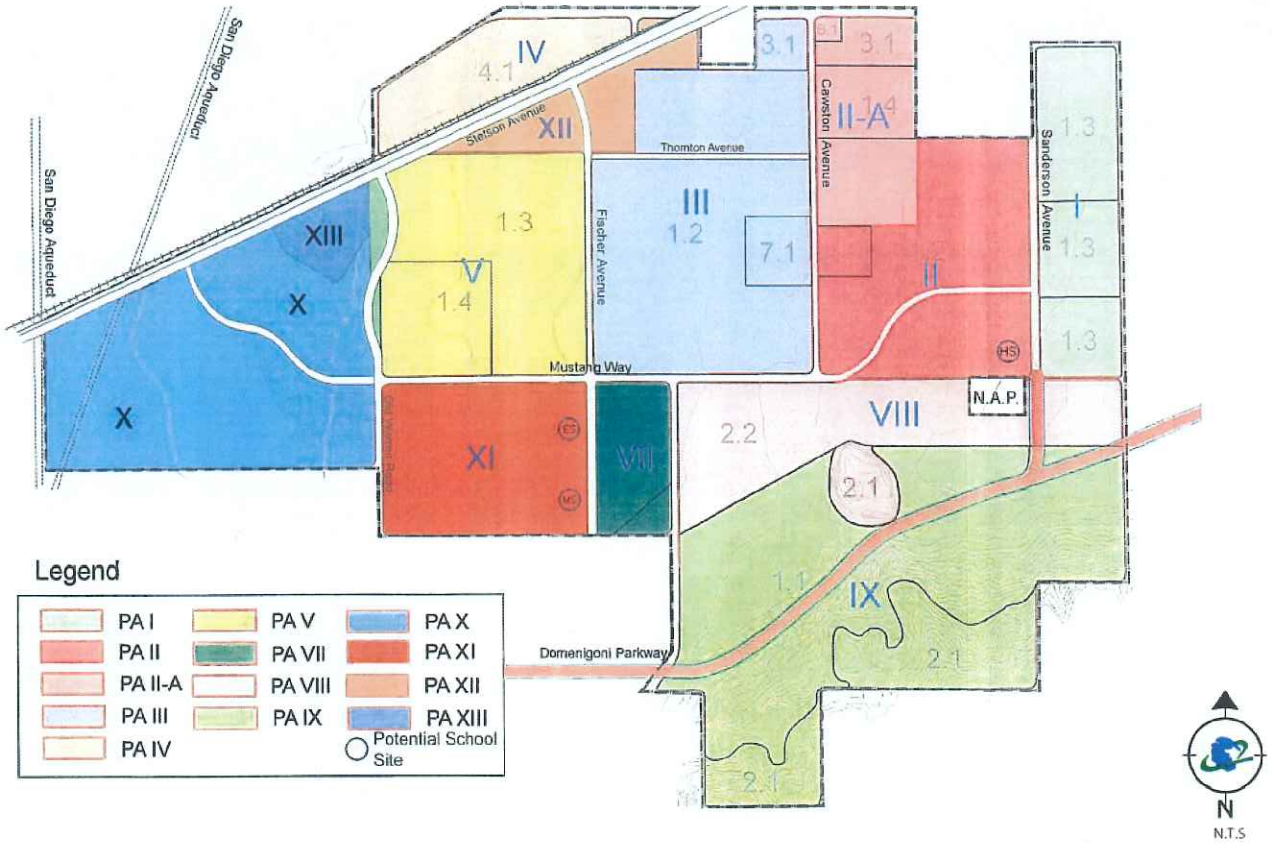
Proposed Land Use Plan
Figure 2



IV. Statistical Summary

Page Ranch
Planned Community Development

Planning Areas
Figure 4

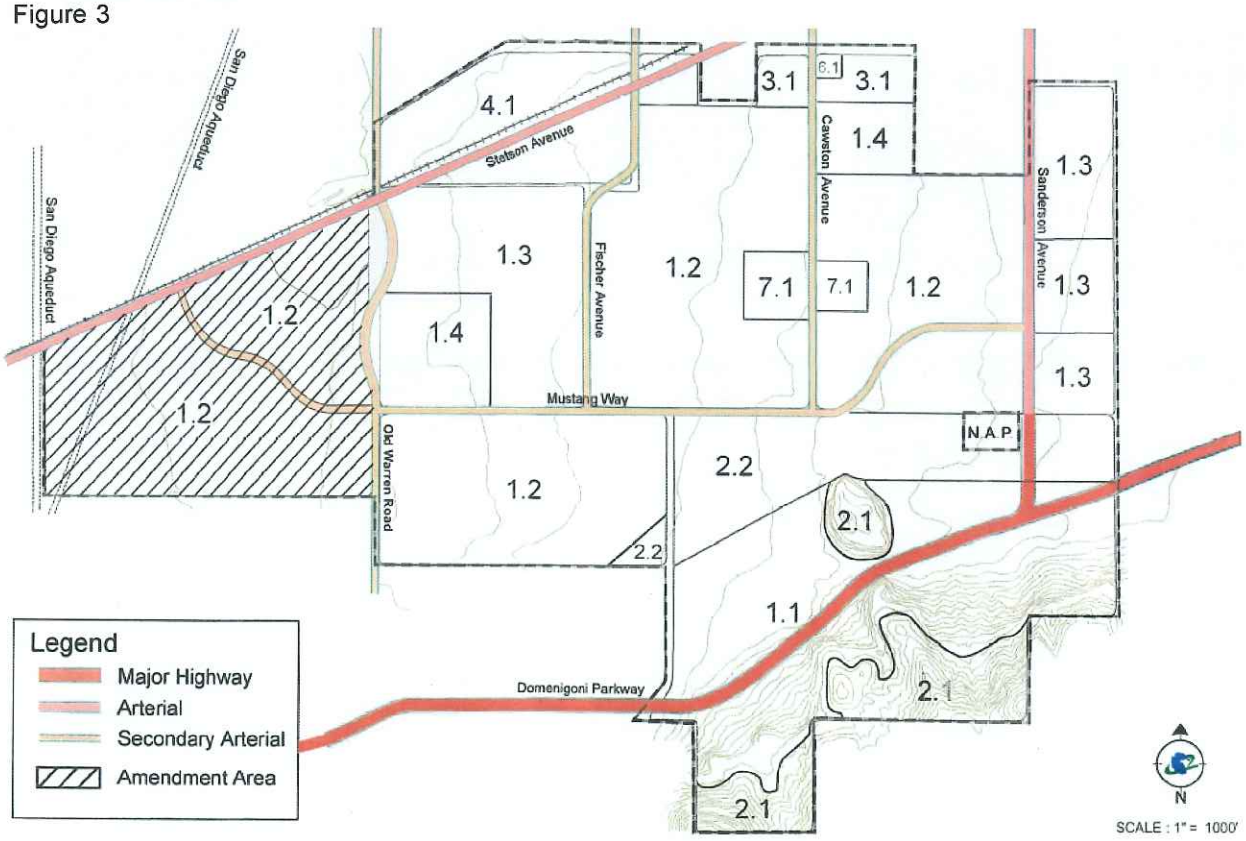


4.b. Proposed Planning Area

IV. Statistical Summary

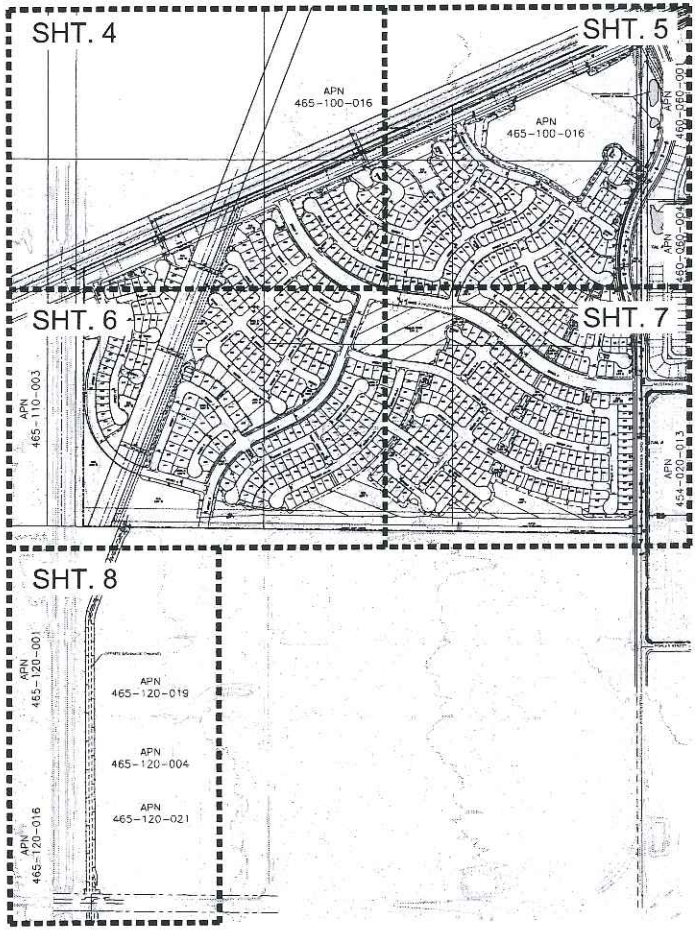
Page Ranch
Planned Community Development

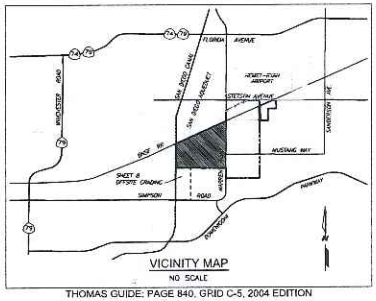
Circulation Plan
Figure 3



CITY OF HEMET
TENTATIVE TRACT MAP No. 36841

PORTIONS OF THE EAST HALF OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA





THOMAS GUIDE: PAGE 840, GRID C-5, 2004 EDITION

OWNER / APPLICANT:

BENCHMARK PACIFIC
550 LAGUNA DRIVE, SUITE B
CARLSBAD, CA 92008
(760) 450-0444

ENGINEER / REPRESENTATIVE:

PANGAEA LAND CONSULTANTS, INC.
2634 LA MIRADA DRIVE, SUITE H
VISTA, CA 92081
(760) 726-4232

CONTIGUOUS OWNERSHIP:

THE OWNERS REPRESENT THIS TO BE A PORTION OF THEIR CONTIGUOUS OWNERSHIP UNLESS OTHERWISE NOTED.

LEGAL DESCRIPTION:

PORTIONS OF THE EAST HALF OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PHASING:

THE SUBDIVIDER MAY FILE MULTIPLE FINAL MAPS IN ANY SEQUENCE ON THIS TENTATIVE SUBDIVISION MAP IN ACCORDANCE WITH THE SUBDIVISION MAP ACT.

SCHOOL DISTRICTS:

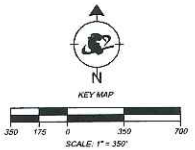
HEMET UNIFIED SCHOOL DISTRICT

UTILITIES:

CABLE T.V.:	ADELPHIA (951) 786-4270
ELECTRIC:	SOUTHERN CALIFORNIA EDISON COMPANY (951) 928-8251
GAS:	SOUTHERN CALIFORNIA GAS COMPANY (951) 928-2808
SEWER:	EASTERN MUNICIPAL WATER DISTRICT (951) 928-3777
WATER:	EASTERN MUNICIPAL WATER DISTRICT (951) 928-3777
TELEPHONE:	VERIZON CALIFORNIA (951) 929-9491

PRELIMINARY EARTHWORK QUANTITIES:

CUT:	316,475 CY
FILL:	499,748 CY
IMPORT:	183,273 CY



GENERAL NOTES:

1. ASSESSORS PARCEL NOS.: 465-100-016, 465-100-022, 465-110-020, 465-110-021, 465-110-022, 465-110-023, 465-110-027
2. CURRENT ZONING: PCD 79-93 (PAGE RANCH PLANNED DEVELOPMENT)
3. PROPOSED ZONING: PCD 79-93 (PAGE RANCH PLANNED DEVELOPMENT); R-5
4. SURROUNDING ZONING:
   NORTH - PCD 79-93 - (R-1)
   SOUTH - PCD 79-93
   WEST - PCD 79-93
   EAST - PCD 79-93 - (R-1)
5. ACREAGE BEING DIVIDED: 245.07 ACRES GROSS, 245.07 ACRES NET
6. NUMBER OF LOTS - TR. 35394 = 649
   TOTAL NUMBER OF RESIDENTIAL LOTS = 634
7. MINIMUM LOT SIZE: TR. 35394 - 5,000 S.F.
8. GROSS DENSITY = 634 D.U./245.07 AC. = 2.59 D.U./AC.
9. ADJACENT GENERAL PLAN LAND USE: LDR 2.1-5, MIXED USE + INDUSTRIAL
10. EXISTING GENERAL PLAN LAND USE: LDR 2.1-5,INDUSTRIAL
11. PROPOSED GENERAL PLAN LAND USE: LDR 2.1-5
12. PUBLIC STREET IMPROVEMENTS: PER CITY OF HEMET STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
13. NO SUBSURFACE SEPTIC DISPOSAL PROPOSED.
14. ALL STREETS TO BE PUBLIC STREETS.
15. GRADING OCCURRING OUTSIDE THE SUBDIVISION BOUNDARY MAY REQUIRE PERMISSION LETTERS OR EASEMENTS FROM THE UNDERLYING PROPERTY OWNER PRIOR TO THAT GRADING.
16. NUISANCE DRAIN LAYOUT IS PRELIMINARY. NUISANCE DRAINS ARE 18"ø UNLESS OTHERWISE NOTED.

EASEMENT NOTES:

(18) AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS, OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED AUGUST 4, 1934 AS BOOK 186 PAGE 44 OF DEEDS. IN FAVOR OF: PAUL E. WALKER AND HELEN H. WALKER

(21) AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS, OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 11, 1965 AS INSTRUMENT 107707 OF OFFICIAL RECORDS. IN FAVOR OF: CALIFORNIA ELECTRIC POWER COMPANY

(22) AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED JUNE 28, 1989 AS INSTRUMENT NO. 63844 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY

(27) AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED APRIL 15, 1992 AS INSTRUMENT NO. 134563 OF OFFICIAL RECORDS. IN FAVOR OF: EASTERN MUNICIPAL WATER DISTRICT

(28) AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED APRIL 15, 1992 AS INSTRUMENT NO. 134564 OF OFFICIAL RECORDS. IN FAVOR OF: EASTERN MUNICIPAL WATER DISTRICT

(29) AN EASEMENT FOR PIPELINES AND INCIDENTALS, RECORDED APRIL 17, 1992 AS INSTRUMENT NO. 137029 OF OFFICIAL RECORDS. IN FAVOR OF: EASTERN MUNICIPAL WATER DISTRICT

LEGEND OF ABBREVIATIONS AND SYMBOLS

	=	EXIST. CONTOUR	277	= LOT NUMBER
1400	=	PROP. CONTOUR	41.5	= PAD ELEVATION
	=	TRACT BOUNDARY	200'	= LOT LINE DIMENSION
	=	PROPERTY LINE	R=450'	= STREET RADIUS
2%	=	STREET GRADE	78	= STREET ELEVATION
	=	CENTERLINE	67.64 CL INT	= CENTERLINE INTERSECTION
	=	SEWER	69 FWC	= POINT OF VERTICAL INTERSECTION
	=	STORM DRAIN	F.S.	= FINISHED SURFACE ELEVATION
	=	WATER LINE	GB	= GRADE BREAK
	=	NUISANCE DRAIN	H.P.	= HIGH POINT
	=	EXISTING WATER	L.P.	= LOW POINT
	=	EXISTING OVERHEAD ELECTRIC LINE		

Underground Service Alert
DIGALERT
Call: TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

DATE	BY	REVISIONS	APPR.	DATE
	ENGINEER		COUNTY	

RICHARD C. BRAGER No. 43619 Exp. 6/30/15 Civil STATE OF CALIFORNIA

PANGAEA LAND CONSULTANTS, INC.
2634 LA MIRADA DRIVE, SUITE H
T: 760-726-4232
F: 760-727-1405

RICHARD C. BRAGER RCE 43619 EXP. 6-30-15 DATE

CITY OF HEMET

APPROVED _____ 20__

BY: _____

IN THE CITY OF HEMET

RANCHO DIAMANTE
TENTATIVE TRACT MAP No. 36841

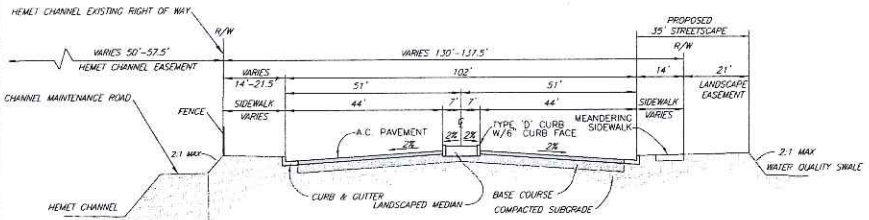
TITLE SHEET, KEY MAP AND NOTES

SHEET NO. 1 OF 8 SHTS.

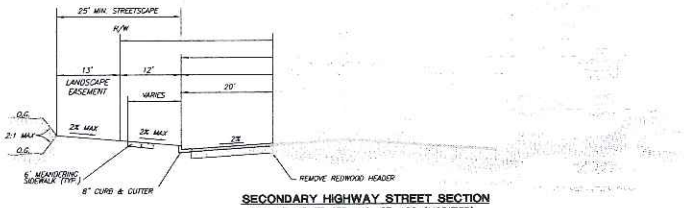
HRD INVESTMENTS, LLC FOR: | W.O. | FILE NO.

ENGINEER'S NAME STANTEC CONSULTING, INC. PHONE (760) 931-3200

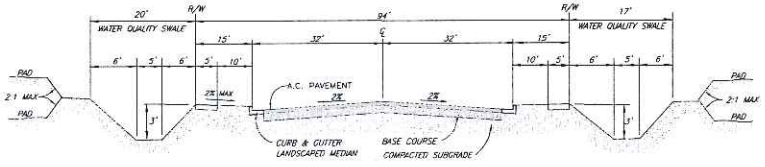
5. Tentative Tract Map No. 36841



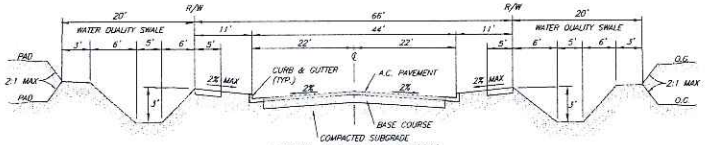
6 LANE ARTERIAL HIGHWAY STREET SECTION
CITY OF HEMET STD. NO. ST-100 (MODIFIED)
N.T.S
STETSON AVENUE



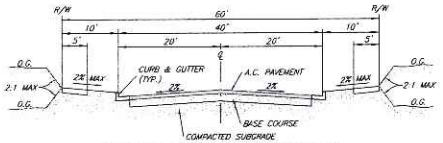
SECONDARY HIGHWAY STREET SECTION
CITY OF HEMET STD. NO. ST-102 (MODIFIED)
N.T.S
WARREN ROAD (HALF-SECTION IMPROVEMENTS)



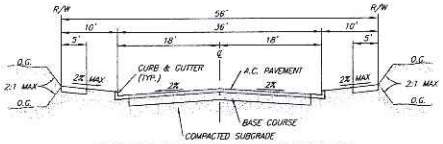
TYPICAL SECTION ENTRY
N.T.S
MUSTANG WAY - STREETS "A"



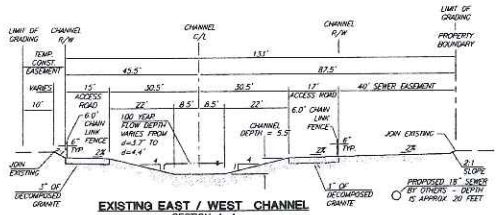
LOCAL STREET SECTION
CITY OF HEMET STD. NO. ST-103
N.T.S
STREET "B"



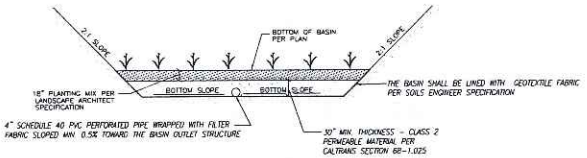
GENERAL LOCAL STREET SECTION
CITY OF HEMET STD. NO. ST-104
N.T.S
INTERNAL STREETS



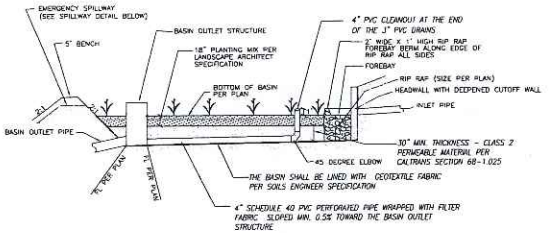
RESTRICTED LOCAL STREET SECTION
CITY OF HEMET STD. NO. ST-106
N.T.S
SHORT INTERNAL STREETS
CUL-DE-SAC STREETS



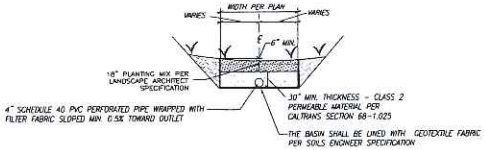
EXISTNG EAST / WEST CHANNEL
SECTION A-A
N.T.S



BIO-RETENTION BASIN SECTION A-A
NOT TO SCALE



BIO-RETENTION BASIN SECTION B-B
NOT TO SCALE



BIO-SWALE
NOT TO SCALE

Underground Service Alert
DIGALERT
Call: TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

DATE	BY	REVISIONS	APPR.	DATE
	ENGINEER		COUNTY	

REGISTERED PROFESSIONAL ENGINEER
RICHARD C. BRASHER
No. 43619
Exp. 6/30/15
CIVIL
STATE OF CALIFORNIA

PANGAEA
LAND CONSULTANTS, INC.
PANGAEA LAND CONSULTANTS, INC.
28314 LA MIRADA DRIVE, SUITE H
T: 760-728-4232
F: 760-727-1405

RICHARD C. BRASHER RCE 43619 EXP. 6-30-15 DATE

CITY OF HEMET

APPROVED _____ DATE _____

BY: _____

IN THE CITY OF HEMET
RANCHO DIAMANTE
TENTATIVE TRACT MAP No. 36841
TYPICAL SECTIONS AND WATER QUALITY DETAILS

SHEET NO. 2 OF 8 SHTS.

FOR: HRD INVESTMENTS, LLC | W.O. | FILE NO.

ENGINEER'S NAME: STANTEC CONSULTING INC. PHONE (760) 897-3200

LOT TABULATION			LOT TABULATION			LOT TABULATION			LOT TABULATION			LOT TABULATION			LOT TABULATION			LOT TABULATION			LOT TABULATION			LOT TABULATION		
LOT NUMBER	GROSS LOT AC.	NET PAD AC.	LOT NUMBER	GROSS LOT AC.	NET PAD AC.	LOT NUMBER	GROSS LOT AC.	NET PAD AC.	LOT NUMBER	GROSS LOT AC.	NET PAD AC.	LOT NUMBER	GROSS LOT AC.	NET PAD AC.	LOT NUMBER	GROSS LOT AC.	NET PAD AC.	LOT NUMBER	GROSS LOT AC.	NET PAD AC.	LOT NUMBER	GROSS LOT AC.	NET PAD AC.	LOT NUMBER	GROSS LOT AC.	NET PAD AC.
1	5,000	4,838	83	5,820	5,653	165	5,718	5,582	247	6,784	6,436	321	5,000	4,837	393	7,222	6,785	465	6,000	5,837	537	6,507	6,006	909	6,107	5,896
2	5,000	4,838	84	6,797	6,261	166	5,149	4,980	248	6,753	6,544	322	5,000	4,837	394	6,000	5,802	466	6,000	5,836	538	6,401	5,827	610	6,283	6,046
3	5,568	4,978	85	7,515	7,004	167	5,431	5,276	249	6,746	6,561	323	6,855	6,380	395	6,000	5,802	467	6,042	5,836	539	6,387	6,059	611	6,282	6,078
4	5,000	4,837	86	5,668	5,506	168	5,598	5,435	250	6,741	6,554	324	7,458	7,115	396	6,000	5,802	468	6,190	6,027	540	6,000	5,802	612	5,337	5,144
5	5,000	4,863	87	5,481	5,297	169	5,748	5,587	251	6,730	6,522	325	6,159	6,015	397	6,000	5,802	469	6,580	6,445	541	6,004	5,805	613	5,235	5,063
6	8,496	7,995	88	5,346	5,167	170	6,021	5,853	252	6,716	6,530	326	6,000	5,815	398	6,095	5,901	470	6,000	5,802	542	6,850	6,656	614	5,235	5,071
7	5,500	5,390	89	5,249	5,085	171	7,336	6,917	253	6,696	6,505	327	5,927	5,709	399	6,462	6,281	471	6,000	5,802	543	6,851	6,636	615	5,235	5,054
8	5,500	5,321	90	5,176	5,016	172	7,263	6,479	254	6,970	6,723	328	7,029	6,722	400	6,462	6,227	472	6,000	5,802	544	6,844	6,672	616	5,235	5,053
9	5,588	4,915	91	5,000	4,838	173	6,284	6,033	255	7,218	6,836	329	6,678	6,340	401	6,462	6,221	473	6,000	5,802	545	8,518	8,212	617	6,303	5,725
10	5,513	4,912	92	5,000	4,838	174	6,355	6,098	256	7,218	6,744	330	8,043	7,871	402	6,462	6,225	474	9,101	8,887	546	7,567	7,280	618	6,303	5,672
11	5,114	4,952	93	5,000	4,838	175	6,128	5,871	257	7,218	6,651	331	5,842	5,689	403	6,462	6,236	475	6,356	5,955	547	6,531	6,329	619	6,268	6,076
12	5,114	4,952	94	5,368	4,955	176	6,066	5,713	258	7,218	6,684	332	5,414	5,252	404	6,462	6,241	476	6,518	5,971	548	6,120	5,914	620	5,350	5,187
13	5,114	4,952	95	5,779	5,253	177	6,400	5,987	259	7,218	6,730	333	5,270	4,819	405	6,462	6,219	477	6,387	5,857	549	6,120	5,919	621	5,350	5,187
14	8,381	7,742	96	5,245	5,043	178	7,467	7,119	260	7,219	6,684	334	7,401	6,922	406	8,758	8,406	478	6,000	5,720	550	6,516	5,988	622	5,350	5,187
15	7,424	7,316	97	5,218	5,048	179	5,431	5,169	261	6,726	6,726	335	6,639	6,454	407	6,000	5,736	479	6,352	5,952	551	6,385	5,837	623	5,350	5,188
16	6,331	6,142	98	7,476	6,810	180	5,780	5,477	262	6,822	6,458	336	5,418	5,253	408	6,496	6,187	480	6,010	5,815	552	6,505	6,322	624	5,350	5,187
17	7,023	6,867	99	5,962	5,383	181	5,977	5,680	263	6,930	6,663	337	9,317	8,736	409	6,561	6,285	481	6,000	5,787	553	6,189	6,003	625	5,350	5,188
18	6,468	6,306	100	6,500	5,826	182	7,065	6,267	264	6,869	6,607	338	7,815	6,980	410	6,377	6,051	482	6,000	5,791	554	5,169	5,013	626	5,350	5,188
19	6,332	5,591	101	6,612	5,889	183	6,343	5,605	265	6,860	6,597	339	5,274	4,972	411	6,554	6,293	483	6,000	5,767	555	5,169	5,015	627	5,350	5,188
20	6,772	6,054	102	6,674	6,014	184	7,056	6,543	266	6,772	6,526	340	5,531	5,031	412	6,635	6,421	484	6,388	5,867	556	5,680	5,374	628	5,350	5,188
21	5,500	5,077	103	5,988	5,467	185	5,734	5,251	267	7,244	6,981	341	7,925	7,372	413	6,641	6,439	485	6,383	5,879	557	5,680	5,242	629	5,350	5,188
22	5,500	4,897	104	5,691	5,241	186	6,883	6,609	268	7,638	7,251	342	5,516	5,344	414	6,645	6,463	486	6,000	5,805	558	5,830	5,657	630	5,350	5,188
23	5,500	4,848	105	5,932	5,276	187	6,781	6,577	269	6,422	6,219	343	6,322	5,333	415	6,647	6,454	487	6,000	5,805	559	5,830	5,657	631	5,350	5,188
24	6,394	5,684	106	6,973	6,029	188	8,231	7,625	270	6,340	6,159	344	6,115	4,884	416	6,649	5,450	488	6,000	5,805	560	5,830	5,657	632	5,350	5,188
25	8,612	7,664	107	6,471	6,117	189	6,532	6,350	271	6,380	6,202	345	5,635	5,461	417	7,587	6,721	489	6,000	5,802	561	5,830	5,657	633	5,350	5,188
26	9,609	6,431	108	7,704	7,241	190	5,984	5,385	272	6,386	5,901	346	7,258	6,786	418	6,805	6,193	490	6,041	5,838	562	5,830	5,657	634	5,370	5,210
27	9,671	7,104	109	7,579	7,118	191	5,525	4,849	273	6,232	6,050	347	5,407	4,799	419	6,000	5,802	491	8,835	8,472	563	5,830	5,657			
28	6,503	5,477	110	6,469	6,073	192	5,983	5,818	274	6,277	6,095	348	6,308	5,991	420	6,000	5,802	492	7,109	6,903	564	5,767	5,307			
29	6,081	5,886	111	5,787	5,441	193	5,983	5,811	275	6,277	6,095	349	6,561	6,224	421	6,000	5,802	493	6,455	6,252	565	5,791	5,273			
30	6,100	5,933	112	5,916	5,294	194	5,983	5,796	276	6,834	6,291	350	6,481	6,144	422	6,000	5,802	494	6,300	6,100	566	5,851	5,622			
31	6,226	6,063	113	7,701	6,914	195	5,983	5,801	277	6,303	5,761	351	5,606	5,264	423	6,332	6,108	495	6,713	6,293	567	5,831	5,646			
32	5,743	5,581	114	6,729	6,411	196	8,349	7,890	278	6,269	6,087	352	5,021	4,728	424	7,057	6,789	496	6,387	6,064	568	5,831	5,637			
33	5,895	5,733	115	6,576	6,212	197	6,563	6,390	279	6,269	6,087	353	5,000	4,708	425	7,056	6,788	497	6,000	5,807	569	5,831	5,643			
34	6,249	6,070	116	6,422	6,056	198	5,345	5,172	280	6,074	5,877	354	5,000	4,708	426	7,056	6,782	498	6,000	5,810	570	5,831	5,619			
35	8,440	6,182	117	8,257	5,892	199	5,761	5,574	281	7,018	6,309	355	5,519	5,180	427	6,583	6,349	499	6,000	5,803	571	5,702	5,280			
36	5,739	5,512	118	6,085	5,719	200	5,741	5,552	282	6,796	6,081	356	5,680	5,351	428	7,321	6,923	500	6,400	6,203	572	5,082	4,803			
37	6,883	6,620	119	5,190	4,875	201	5,741	5,540	283	6,796	6,146	357	5,600	5,298	429	7,852	7,185	501	7,964	7,511	573	5,189	5,005			
38	6,500	6,259	120	5,183	4,860	202	5,741	5,536	284	6,781	6,171	358	5,000	4,707	430	7,912	7,230	502	6,720	6,516	574	5,189	5,005			
39	6,768	6,519	121	5,101	4,778	203	6,005	5,422	285	6,781	6,146	359	5,035	4,746	431	6,000	5,454	503	6,720	6,519	575	6,227	6,036			
40	5,222	5,059	122	5,526	5,175	204	6,005	5,549	286	6,253	5,829	360	5,798	5,440	432	6,000	5,469	504	7,168	6,813	576	6,227	6,025			
41	5,066	4,906	123	6,006	5,286	205	5,371	5,160	287	6,250	5,829	361	5,971	5,564	433	6,000	5,469	505	6,931	6,530	577	6,097	5,865			
42	5,535	5,320	124	5,675	5,037	206	5,371	5,160	288	6,260	5,834	362	6,135	5,662	434	6,000	5,469	506	6,701	6,438	578	6,000	5,802			
43	5,535	5,327	125	6,381	5,994	207	5,371	5,162	289	6,648	6,114	363	6,814	6,546	435	6,000	5,508	507	7,649	7,246	579	6,000	5,802			
44	5,557	5,350	126	6,584	6,167	208	5,371	5,165	290	6,609	6,212	364	8,095	7,358	436	6,765	6,040	508	7,241	6,750	580	6,888	6,311			
45	5,557	5,344	127	6,478	6,105	209	5,383	5,181	291	6,570	6,156	365	7,291	7,008	437	6,992	6,385	509	5,144	4,987	581	7,294	6,513			
46	5,557	5,337	128	5,818	5,388	210	5,000	4,825	292	7,025	6,555	366	7,000	6,765	438	6,258	6,055	510	5,144	4,987	582	6,570	5,959			
47	7,341	5,710	129	9,602	8,563	211	5,021	4,865	293	6,915	6,614	367	7,439	7,205	439	6,263	6,039	511	5,144	4,987	583	6,996	6,166			
48	7,163	5,988	130	7,251	6,956	212	6,076	5,773	294	6,542	6,358	368	8,317	8,083	440	6,268	6,052	512	5,085	4,939	584	6,830	6,586			
49	5,221	5,061	131	6,990	6,044	213	5,300	5,150	295	6,388	5,920	369	9,195	8,961	441	6,272	6,071	513	5,143	4,986	585	6,767	6,500			
50	6,148	5,715	132	6,210	5,367	214	5,300	5,150	296	6,288	5,840	370	9,841	9,600	442	6,277	6,077	514	5,143	4,989	586	7,407	6,626			
51	5,643	5,298	133	7,578	7,140	215	5,908	5,569	297	6,156	5,973	371	8,941	8,380	443	6,281	6,072	515	5,143	4,986	587	6,887	6,306			
52	6,167	5,974	134	5,545	5,348	216	5,908	5,422	298	6,145	5,962	372	7,478	7,178	444	6,285	6,061	516	5,143	4,980	588	6,000	5,802			
53	5,490	5,318	135	5,526	5,063	217	5,300	5,137	299	6,145	5,962	373	7,932	7,678	445	6,289	5,998	517	5,143	5,001	589	6,000	5,802			
54	5,436	5,268	136	5,601	5,020	218	5,300	5,141	300	6,145	5,962	374	7,932	7,676	446	6,292	6,093	518	5,143	5,004	590	6,105	5,904			
55	5,035	4,890	137	7,297	6,856	219	5,300	5,150	301	6,644	6,085	375	7,508	7,243	447	6,328	6,104	519	5,143	5,021	591	6,245	5,996			
56	5,000	4,855	138	6,314	5,908	220	5,300	5,150	302	6,747	6,270	376	7,000	6,782	448	7,280	7,280	520	5,143	5,054	592	6,247	6,010			
57	5,000	4,855	139	5,256	4,858	221	5,300	5,150	303	6,223	6,223	377	7,000	6,767	449	7,073	6,668	521	5,422	5,296	593	5,223	5,069			
58	5,334	5,184	140	5,302	4,827	222	5,300	5,139	304	6,026	6,026	378	7,000	6,751	450	6,396	6,201	522	5,600	5,446	594	5,205	5,050			
59	5,711	5,557	141	5,035	4,839	223	5,300	5,125	305	7,749	7,273	379	8,040	7,455	451	6,976	6,753	523	8,457	8,020	595	5,743	5,340			
60	6,224	5,871	142	5,520	5,381	224	5,300	5,138	306	6,263	5,856	380	10,421	10,193	452	5,811	5,638	524	5,721	5,219	596	5,743	5,261			
61	5,346	4,796	143	5,768	5,591	225	5,300	5,135	307	6,710	6,062	381	6,608	6,361	453	6,390	6,201	525	5,516	5,202	597	5,100	4,949			
62	5,000	4,837	144	5,768	5,591	226	5,270	5,120	308	6,710	6,075	382	7,991	7,771	454	6,900	6,224	526	5,516	5,234	598	5,100	4,949			
63	5,142	4,957	145	6,257	5,639	227	5,000	4,837	309	6,719	6,345	383	7,765	7,506	455	6,895	6,358	527	5,517	5,159	599	5,100	4,949			
64	5,368	5,195	146	6,379	5,945	228	5,000	4,837	310	6,719	6,344	384	7,466	7,236	456	6,330	6,131	528	5,517	5,149	600	5,100	4,949			
65	7,063	5,293	147	6,186	5,940	229	5,062	4,926	311	6,719	6,343	385	8,129	7,824	457	6,281	6,083	529	5,517	5,204	601	5,100	4,949			
66	6,827	6,537	148	6,186	5,923	230	5,029	4,845	312	6,719	6,343	386	8,557	8,230	458	6,281	6,083	530	5,517	5,323	602	5,847	5,333			
67	6,104	5,950	149	6,186	5,922	231	5,062	4,917	313	6,250	5,703	387	8,528	8,234	459	6,281	6,087	531	5,517	5,323	603	6,052	5,805			
68	5,398	5,244	150	6,197	5,936	232	6,954	6,651	314	6,257	6,074	388	9,174	8,852	460	6,281	6,087	532	5,650	5,127	604	6,360	6,176			
69	5,000	4,838	151	7,563	7,394	233	7,174	6,904	315	7,227	7,040	389	6,895	6,582	461	6,281	6,094	533	5,650	5,219	605	6,968	6,264			
70	5,000	4,938	152	7,021	6,595	234	7,103	6,833	316	7,885	7,756	390	6,676	6,474	462	6,307	6,107	534	5,158	4,978	606	6,603	5,984			
71	5,000	4,838	153	6,510	6,510	235	6,880	6,612	317	8,290	8,149	391	6,676	6,473	463	6,163	5,986	535	5,158	4,978	607	6,000	5,802			
72	5,000	4,838	154	5,978	5,830	236	6,537	5,944	318	5,972	5,506	392	7,477	7,119	464	6,000	5,839	536	6,203	5,743	608	6,000	5,802			
73	5,000	4,837	155	5,264	5,112	237	6,586	6,157	319	5,000	4,837															
74	5,394	5,212	156	5,264	5,112	238	7,055	6,784	320	5,000	4,837															
75	5,845	5,647	157	5,624	5,022	239	7,067	6,820																		
76	5,282	5,106	158	5,624	5,032	240	6,356	6,154																		
77	5,958	5,729	159	8,547	6,139	241	6,303	6,093																		
78	5,363	5,059	160	5,477	5,301	242	6,465	6,274																		
79	6,243	5,762	161	6,732	6,151	243	6,829	6,643																		
80	6,313	6,119	162	5,452	5,100	244	6,829	6,619																		
81	8,785	8,785	163	6,139	5,880	245	6,829	6,630																		
82	5,547	5,426	164	7,528	7,066	246	6,774	6,448																		

TOTAL AREA: 91.49 AC 86.76 AC
NET PAD IS 95.0% OF GROSS LOT AREA

SINGLE FAMILY
SINGLE FAMILY: 634 LOTS
TOTAL LOT AREA: 91.49 AC.
TOTAL PAD AREA: 86.76 AC.
AVERAGE LOT AREA: 6,276 S.F.
AVERAGE PAD AREA: 5,951 S.F.
TOTAL SINGLE FAMILY 91.49 AC

N.A.P.
NOT A PART AREA: 18.00 AC

PUBLIC PARK
PUBLIC PARK "A" AREA: 5.62 AC

HOA PARKS
HOA PARK "B" AREA: 02.15 AC
HOA PARK "C" AREA: 00.31 AC
HOA PARK "D" AREA: 00.23 AC
HOA PARK "E" AREA: 00.38 AC
HOA PARK "F" AREA: 00.21 AC
HOA PARK "G" AREA: 00.22 AC
HOA PARK "H" AREA: 00.16 AC
HOA PARK "I" AREA: 00.20 AC
TOTAL HOA PARKS = 03.86 AC

OPEN SPACE
O.S. LOT "J" AREA: 00.17 AC
O.S. LOT "K" AREA: 00.66 AC
O.S. LOT "L" AREA: 00.46 AC
O.S. LOT "M" AREA: 00.29 AC
O.S. LOT "N" AREA: 00.30 AC
O.S. LOT "O" AREA: 00.45 AC
O.S. LOT "P" AREA: 00.65 AC
O.S. LOT "Q" AREA: 00.03 AC
O.S. LOT "R" AREA: 00.63 AC
O.S. LOT "S" AREA: 03.99 AC
O.S. LOT "T" AREA: 00.62 AC
O.S. LOT "U" AREA: 00.69 AC
O.S. LOT "V" AREA: 00.13 AC
O.S. LOT "W" AREA: 13.41 AC
O.S. LOT "X" AREA: 09.53 AC
O.S. LOT "Y" AREA: 17.26 AC
O.S. LOT "Z" AREA: 00.71 AC
O.S. LOT "AA" AREA: 00.08 AC
O.S. LOT "BB" AREA: 00.36 AC
O.S. LOT "CC" AREA: 00.37 AC
O.S. LOT "DD" AREA: 00.42 AC
O.S. LOT "EE" AREA: 00.35 AC
TOTAL OPEN SPACE = 51.87 AC

PUBLIC STREETS
PUBLIC STREETS = 74.17 AC

SUMMARY	
SINGLE FAMILY	91.49 AC
NOT A PART	18.00 AC
PUBLIC PARK	05.62 AC
HOA PARKS	03.86 AC
OPEN SPACE	51.56 AC
PUBLIC STREETS	74.53 AC
TOTAL	245.06 AC

Underground Service Alert
DIGALERT
Call: TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

DATE	BY	REVISIONS	APPR.	DATE
	ENGINEER		COUNTY	

REGISTERED PROFESSIONAL ENGINEER RICHARD C. BRAGER No. 43819 Exp. 6/30/15 CIVIL STATE OF CALIFORNIA

PANGAEA
PANGEA LAND CONSULTANTS, INC.
2534 LA MIRADA DRIVE, SUITE H
T: 760-728-4231
F: 760-727-1405

RICHARD C. BRAGER RCE 43819 EXP. 6-30-15 DATE

CITY OF HEMET

APPROVED _____ 20__

BY: _____

IN THE CITY OF HEMET
RANCHO DIAMANTE
TENTATIVE TRACT MAP No. 36841
LOT AREA TABULATION

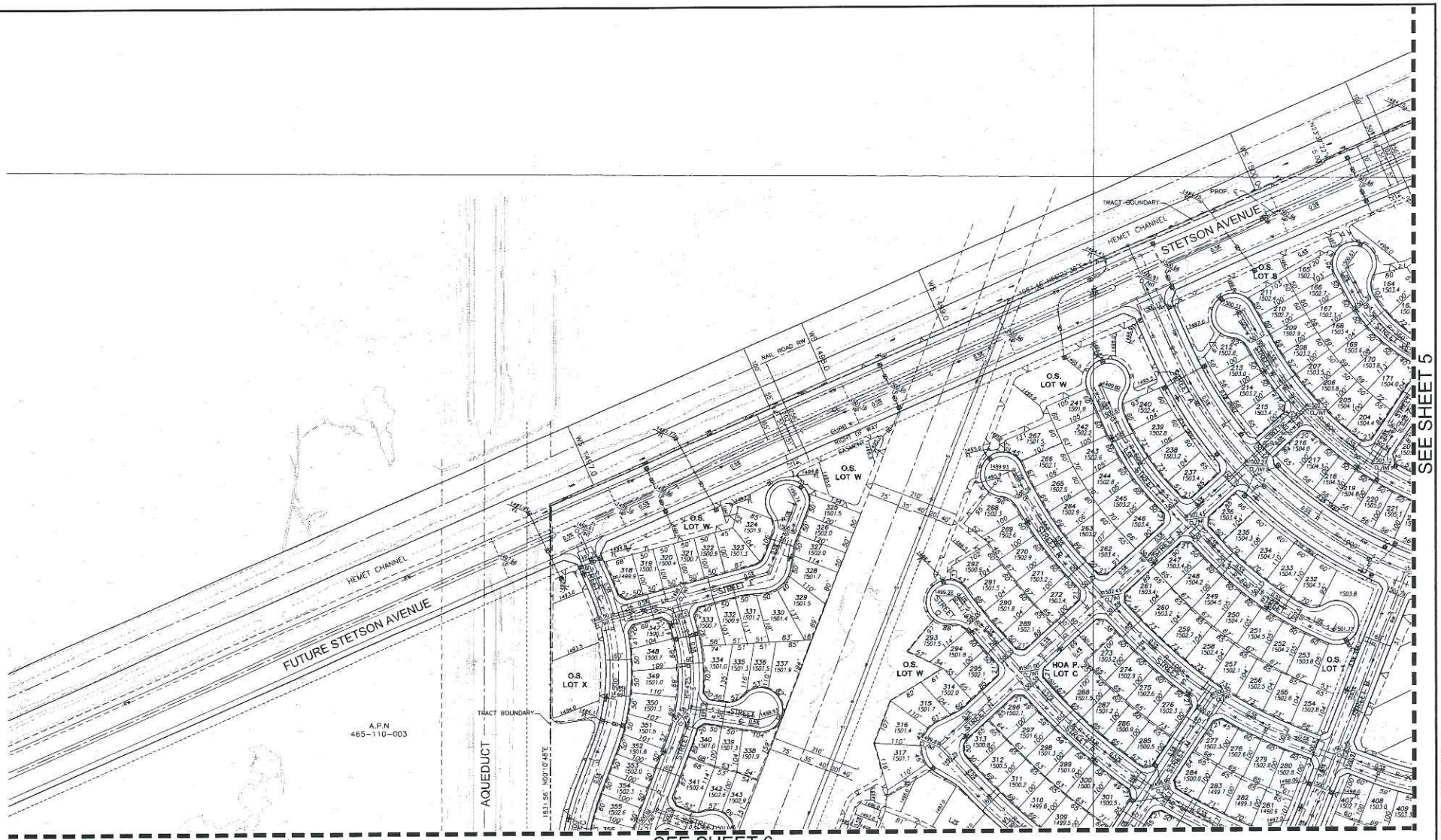
SHEET NO. 3 OF 8 SHTS.

HRD INVESTMENTS, LLC FOR

W.O.

FILE NO.

ENGINEER'S NAME, STANTEC CONSULTING INC. PHONE (760) 871-3200



N

100 50 0 100 200

SCALE 1" = 100'

Underground Service Alert
DIGALERT
Call: TOLL FREE
1-800
227-2600
THE PARKING DATE BEFORE THE DIG

DATE	BY	REVISIONS	APPR.	DATE
ENGINEER			COUNTY	

REGISTERED PROFESSIONAL ENGINEER
RICHARD C. BRAGER
No. 43819
Exp. 6/30/15
CIVIL
STATE OF CALIFORNIA

PANGAEA
PANGAEA LAND CONSULTANTS, INC.
2824 LA MIRADA DRIVE, SUITE H
T: 760-726-4232
F: 760-727-1405

RICHARD C. BRAGER RCE 43819 EXP. 6-30-15 DATE

CITY OF HEMET

APPROVED _____ 20 ____

BY: _____

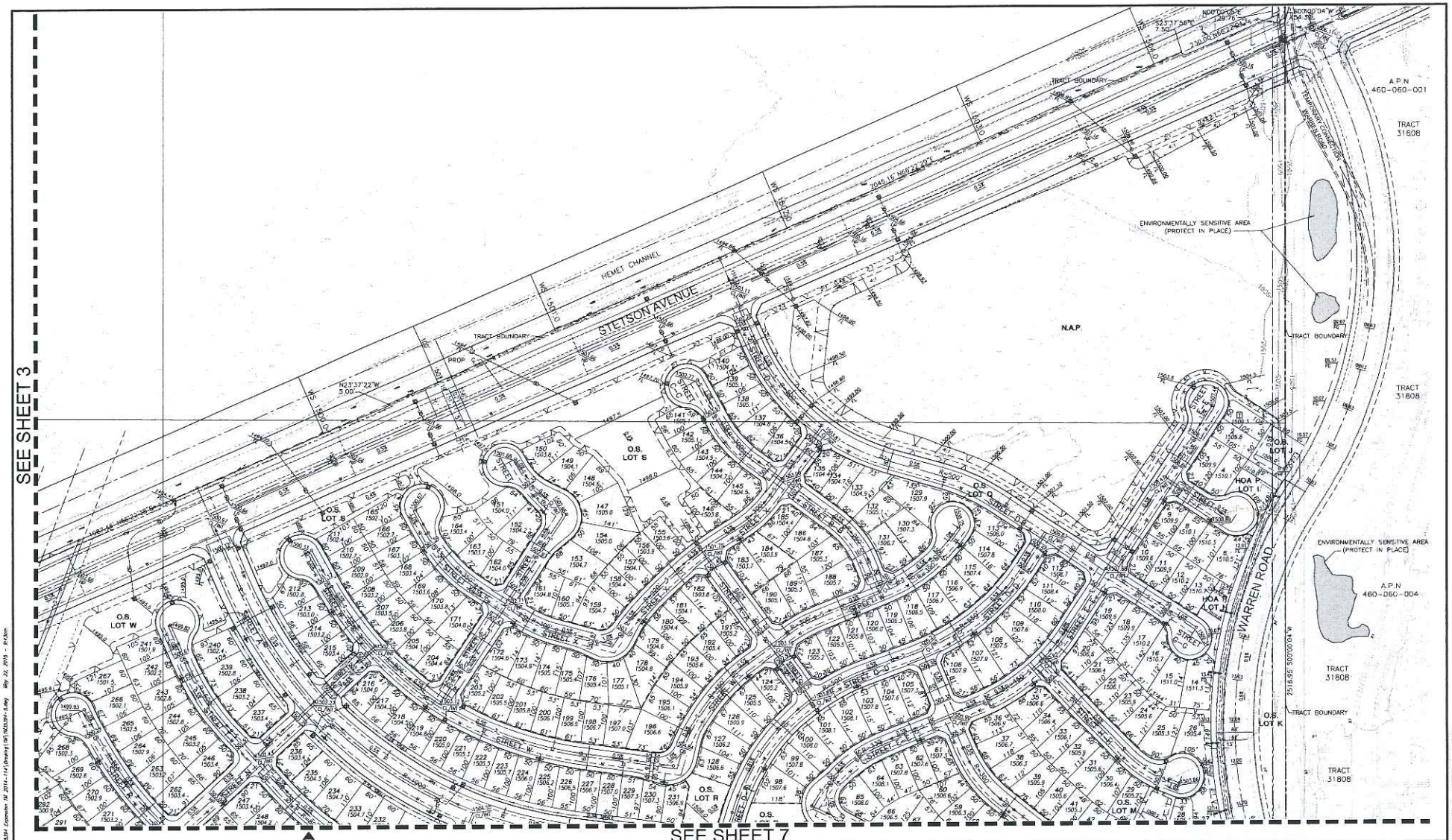
IN THE CITY OF HEMET

RANCHO DIAMANTE
TENTATIVE TRACT MAP No. 36841

SHEET NO. 4 OF 8 SHTS.

HRD INVESTMENTS, FOR: LLC | W.O. | FILE NO.

ENGINEER'S NAME: STANTEC CONSULTING, INC. PHONE (760) 891-3200



Underground Service Alert
DIGALERT
Call: TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

DATE	BY	REVISIONS	APPR.	DATE
ENGINEER			COUNTY	

REGISTERED PROFESSIONAL ENGINEER
RICHARD C. BRASHER
No. 43819
Exp. 6/30/15
CIVIL
STATE OF CALIFORNIA

PANGAEA
LAND CONSULTANTS, INC.
PANGAEA LAND CONSULTANTS, INC.
2824 LA MIRADA DRIVE, SUITE H
T: 760-728-4338
F: 760-727-7405

RICHARD C. BRASHER RCE 43819 EXP. 6-30-15 DATE

CITY OF HEMET

APPROVED _____ 20

BY: _____

IN THE CITY OF HEMET
RANCHO DIAMANTE
TENTATIVE TRACT MAP No. 36841

SHEET NO. 5 OF 8 SHTS.

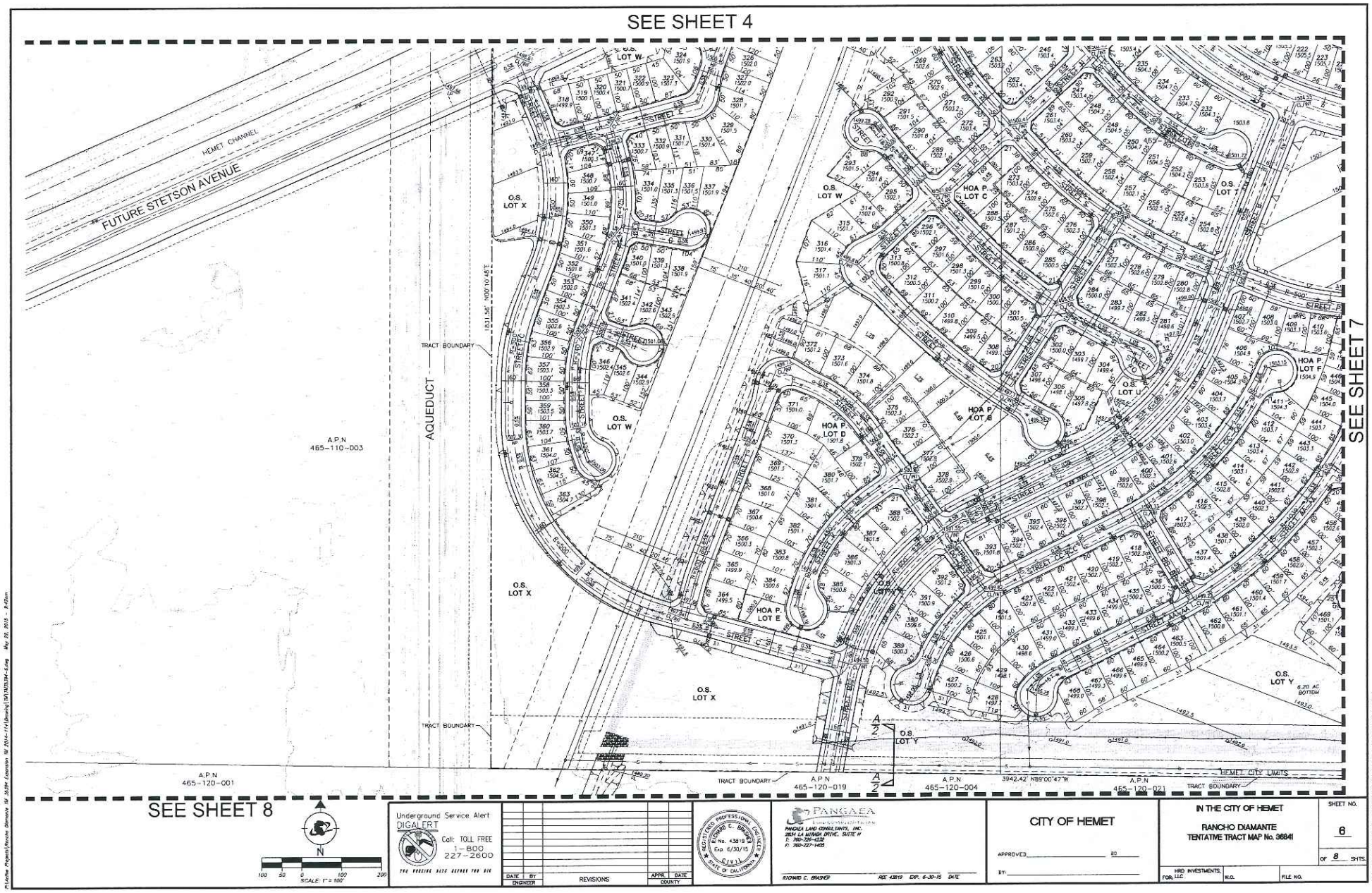
FOR: HRD INVESTMENTS, LLC

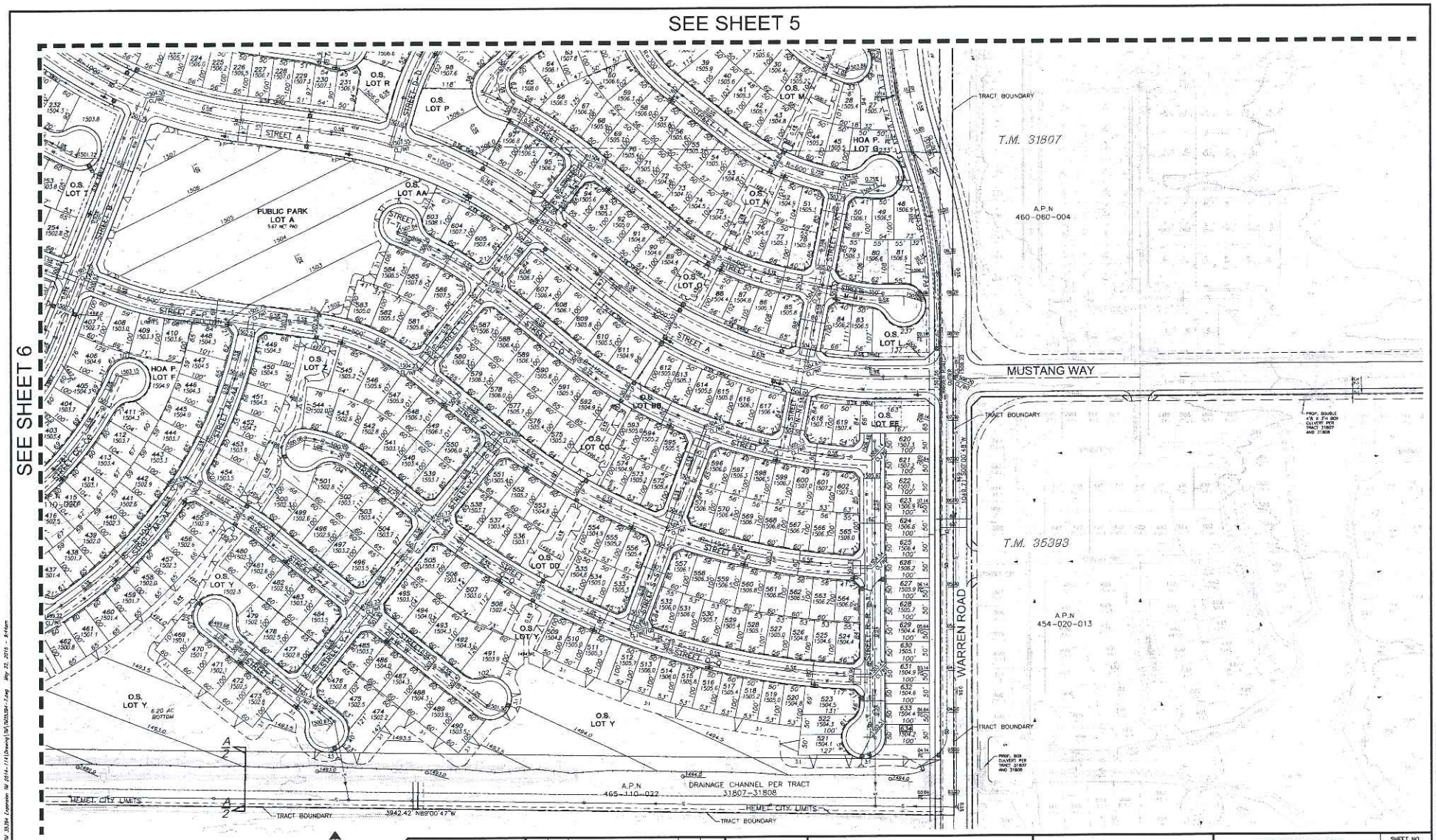
W.O.

FILE NO.

ENGINEERS NAME: STANTEC CONSULTING, INC. PHONE (760) 891-3200

P:\Active Projects\Rancho Diamante IV 2014-114\Drawing\TM\TM2536P-5.dwg May 22, 2015 - 9:43am


SEE SHEET 4
SEE SHEET 7
SEE SHEET 8
HEMET CHANNEL
FUTURE STETSON AVENUE
AQUEDUCT
TRACT BOUNDARY
A.P.N 465-110-003
A.P.N 465-120-001
A.P.N 465-120-019
A.P.N 465-120-004
A.P.N 465-120-021
HEMET CITY LIMITS
O.S. LOT X
O.S. LOT W
O.S. LOT Y
HOA P. LOT C
HOA P. LOT D
HOA P. LOT E
HOA P. LOT F
HOA P. LOT G
O.S. LOT U
6.20 AC BOTTOM
3942.42' N89°00'47"W
N
SCALE: 1" = 100'
Underground Service Alert
DIGALERT
Call: TOLL FREE
1-800
227-2600
THE WORKING DAYS BEFORE YOU DIG
DATE BY ENGINEER
REVISIONS
APPR. DATE COUNTY
REGISTERED PROFESSIONAL ENGINEER
RICHARD C. BRASHER
No. 43819
Exp. 6/30/15
CIVIL
STATE OF CALIFORNIA
PANGAEA
PANGAEA LAND CONSULTANTS, INC.
2834 LA MIRADA DRIVE, SUITE H
T: 760-726-4232
F: 760-727-1405
RICHARD C. BRASHER
RCE 43819 EXP. 6-30-15 DATE
CITY OF HEMET
APPROVED
BY:
IN THE CITY OF HEMET
RANCHO DIAMANTE
TENTATIVE TRACT MAP No. 36841
SHEET NO.
6
OF 8 SHTS.
FOR: HRD INVESTMENTS, LLC
R.O.
FILE NO.
ENGINEER'S NAME: STANTEC CONSULTING, INC. PHONE (760) 891-3200



Underground Service Alert
DIGALERT
Call: TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

DATE	BY	REVISIONS	APPR.	DATE
ENGINEER			COUNTY	

REGISTERED PROFESSIONAL ENGINEER
RICHARD C. BRASHER
No. 43819
Exp. 6/30/15
CIVIL
STATE OF CALIFORNIA

PANGAEA
PANGAEA LAND CONSULTANTS, INC.
2834 LA MIRADA DRIVE, SUITE H
T: 760-726-4232
F: 760-727-1405

RICHARD C. BRASHER RCE 43819 EXP. 6-30-15 DATE

CITY OF HEMET

APPROVED _____ 20

BY: _____

IN THE CITY OF HEMET

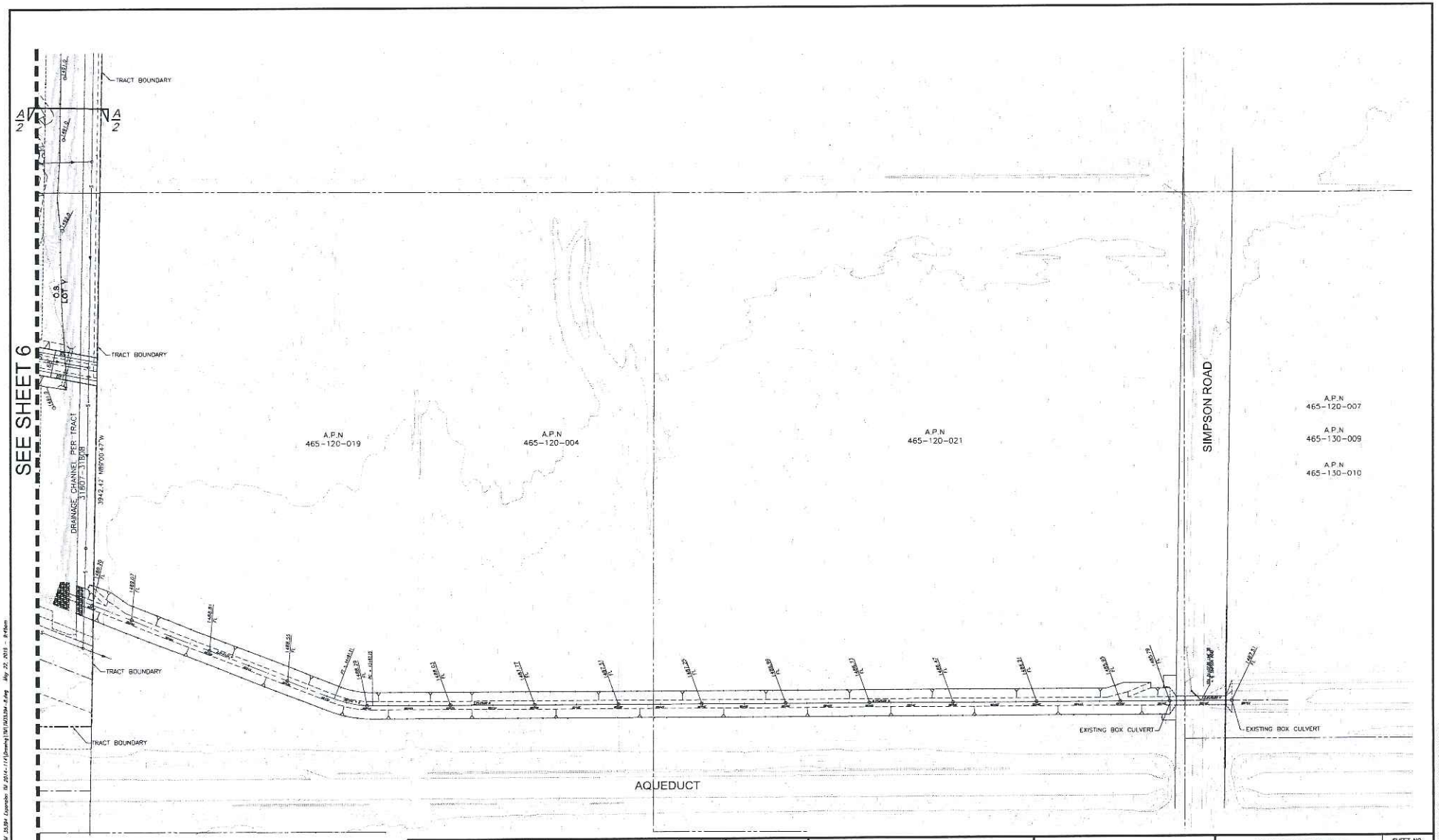
RANCHO DIAMANTE
TENTATIVE TRACT MAP No. 36841

SHEET NO. 7 OF 8 SHTS.

FOR: HRD INVESTMENTS, LLC W.O. FILE NO.

ENGINEER'S NAME: STANTEC CONSULTING, INC. PHONE (760) 691-3200

P:\Active Projects\Rancho Diamante TM 35394 Expansion TM 2014-114\Drawing\TM\TM35394-7.dwg May 22, 2015 - 9:44am



100 50 0 100 200
SCALE: 1" = 100'

Underground Service Alert
DIGALERT
Call: TOLL FREE
1-800
227-2600
THE MARKING DATE BEFORE THE DIG

DATE	BY	REVISIONS	APPR.	DATE
ENGINEER			COUNTY	

REGISTERED PROFESSIONAL ENGINEER
RICHARD C. BRASHER
R. No. 43819
Exp. 6/30/15
CIVIL
STATE OF CALIFORNIA

PANGAEA
PANGAEA LAND CONSULTANTS, INC.
2834 LA MIRADA DRIVE, SUITE H
T: 760-726-6232
F: 760-727-1405

RICHARD C. BRASHER RCE 43819 EXP. 6-30-15 DATE

CITY OF HEMET

APPROVED _____ 20 ____

BY: _____

IN THE CITY OF HEMET

RANCHO DIAMANTE
TENTATIVE TRACT MAP No. 36841

SHEET NO. 8 OF 8 SHTS.

FOR: HRD INVESTMENTS, LLC | W.O. | FILE NO.

ENGINEER'S NAME: STANTEC CONSULTING, INC. PHONE (760) 801-3200

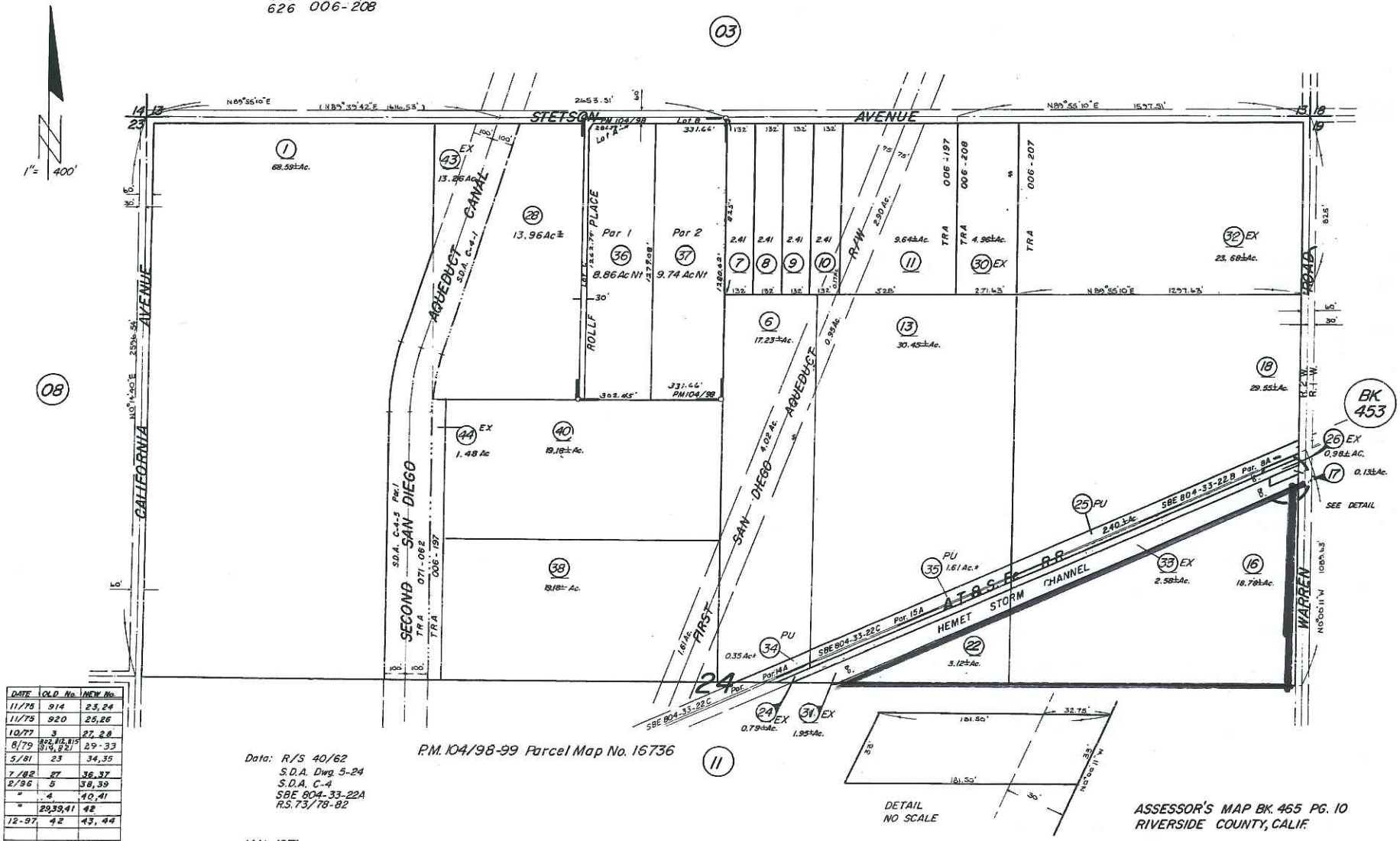
6. Assessors Parcel Map

22-7
465-10

T.R.A. 006-197, 639
7162 640
625 006-207
626 006-208

N1/2 SEC. 24 T.5S.R.2W.

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY



DATE	OLD No.	NEW No.
11/75	914	23, 24
11/75	920	25, 26
10/77	3	27, 28
8/79	822, 813, 815 (814, 821)	29-33
5/81	23	34, 35
7/82	27	36, 37
2/96	5	38, 39
"	4	40, 41
"	29, 39, 41	42
12-97	42	43, 44

Data: R/S 40/62
S.D.A. Dwg. 5-24
S.D.A. C-4
SBE 804-33-22A
R.S. 73/78-82

JAN. 1971

ASSESSOR'S MAP BK. 465 PG. 10
RIVERSIDE COUNTY, CALIF.

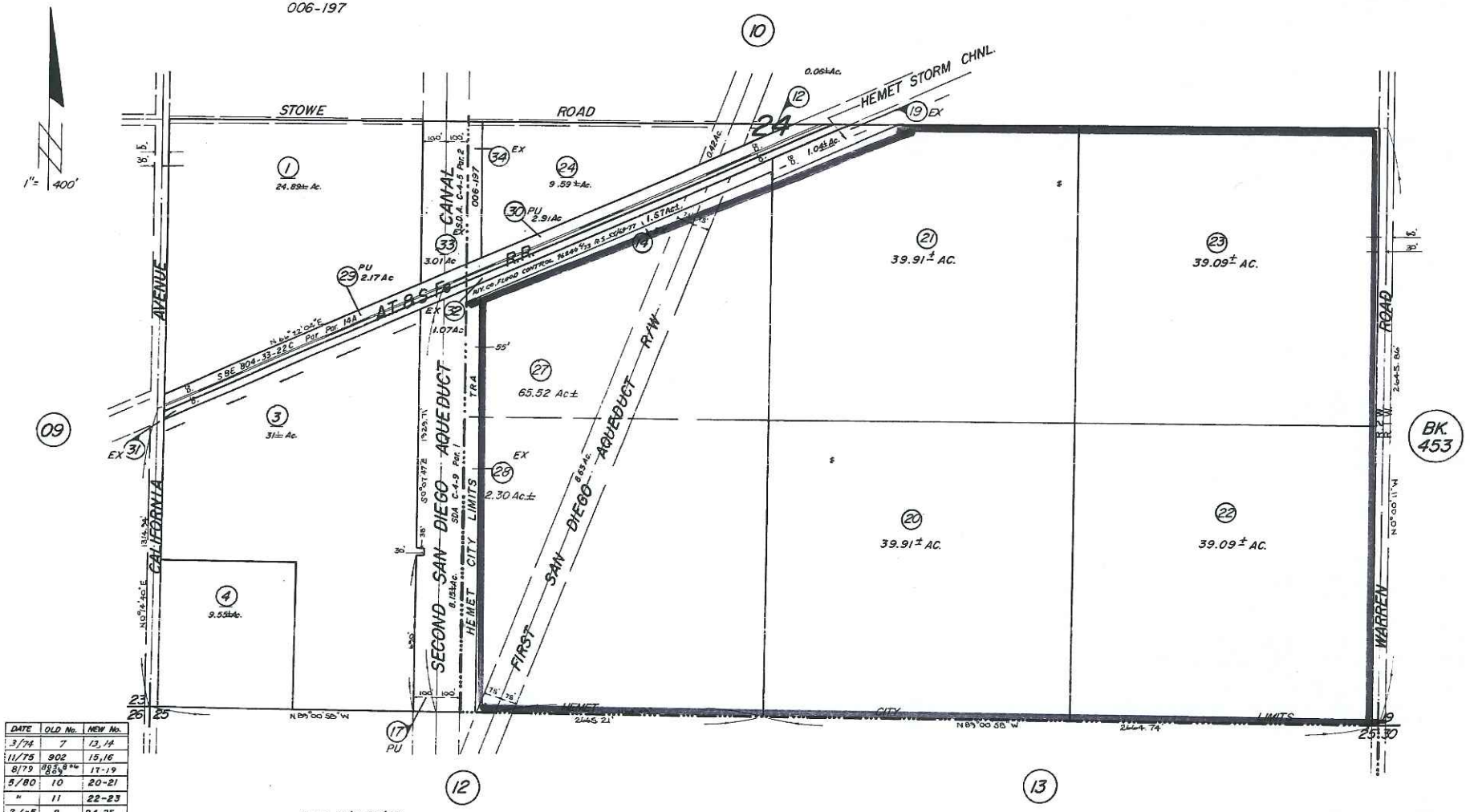
22-7

465-11

T.R.A. 625
7162
626
006-197

S1/2 SEC. 24 T.5S.R.2W.

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY



DATE	OLD No.	NEW No.
3/74	7	13,14
11/75	902	15,16
8/79	883 & 884	17-19
5/80	10	20-21
"	11	22-23
2/95	8	24-25
"	18,25	26
3/95	13	27-28
12-97	15	29, 30
"	16	31, 32
"	26	33, 34

Data: R/S 40/62
S.D.A. Dwg. 5-24
S.D.A. C-4
SBE 804-33-22A
R.S. 73/78-82

JAN. 1971

ASSESSOR'S MAP BK. 465 PG. 11
RIVERSIDE COUNTY, CALIF.

pcG

AGREEMENT FOR SERVICES

By and Between

THE CITY OF HEMET,
a municipal corporation

and

_____

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF HEMET, CALIFORNIA
AND

_____

This Agreement for Services ("Agreement") is entered into as of this _____ day of _____, 20__ by and between the City of Hemet, a municipal corporation ("City") and _____, a _____ ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by ***[describe process used, i.e. request for qualifications, request for quotations, request for proposals, direct negotiation, informal quotes]*** the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a ***[proposal, quote, bid, etc.]*** 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. Pursuant to the City of Hemet's Municipal Code, City has authority to enter into this Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider 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 is for ***[___ years/months]*** commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider 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.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Service Provider 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 Service Provider 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 _____ dollars ($_____), 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 Service Provider 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), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. 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 Service Provider 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 Service Provider for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider'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 Service Provider'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 Service Provider 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 Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider 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 Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider'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.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, 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 Service Provider 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.

(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 Service Provider'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 Service Provider'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) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Service Provider 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, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider'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 Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider

or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Service Provider, nor any of Service Provider's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Service Provider expressly waives any claim Service Provider may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider 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. Service Provider 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, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider 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 Service Provider'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.

Service Provider 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. Service Provider 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 Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider 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.

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Service Provider 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 Service Provider 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, Service Provider 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) Service Provider 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 Service Provider's performance of the Services. Service Provider 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. Service Provider 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 Service Provider 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. Service Provider 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 Service Provider 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 Service Provider in performance of this Agreement shall be considered confidential, unless such

information is in the public domain or already known to Service Provider. Service Provider 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) Service Provider, 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 Service Provider gives City notice of such court order or subpoena.

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

(d) Service Provider shall promptly notify City should Service Provider, 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 Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider 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 attorney's 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 Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, 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, Service Provider 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 attorney's 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 Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

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

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) 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.

Service Provider 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. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider 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 Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider'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 Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-contractors, 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 Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

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

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

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed

and expenses incurred by Service Provider, 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 Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider 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 Service Provider 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 Service Provider 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 Service Provider'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.

Service Provider 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 Service Provider. 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 Service Provider 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 telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Hemet
Attn: City Manager
445 E. Florida Avenue
Hemet, CA 92543

To Service Provider: _____
_____
_____
_____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile 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.

The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

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 Hemet 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 Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Hemet Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

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 or services by Service Provider 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 Service Provider 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.

SECTION 35. CUSTOMER SATISFACTION SURVEYS.

Where the Service Provider works directly for the City's public customer, the Service Provider shall actively request and solicit Customer Satisfaction Surveys regarding his/her own performance as a requirement of this contract. These surveys shall be completed and directed to the web link: http://cityofhemet.info

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

CITY OF HEMET

_____
Alexander P. Meyerhoff
City Manager

ATTEST:

_____
Sarah McComas
City Clerk

APPROVED AS TO FORM

_____
Eric S. Vail
City Attorney

_____

By: _____ By: _____

_____ _____

Its: _____ Its: _____

NOTE: SERVICE PROVIDER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION,

OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY.

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.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
COUNTY OF RIVERSIDE)

On _____, 2015, before me, _____,
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

¨ Individual
¨ Corporate Officer

_____
Title(s)

¨ Partner(s) ¨ Limited ¨ General
¨ Attorney-In-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

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.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2015, before me, _____,
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

¨ Individual
¨ Corporate Officer

_____
Title(s)

¨ Partner(s) ¨ Limited ¨ General

¨ Attorney-In-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

A.

B.

C.

D.

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

A.

B.

C.

D.

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

A.

B.

C.

D.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

A.

B.

C.

D.

V. Service Provider will utilize the following personnel to accomplish the Services:

A.

B.

C.

D.

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

A.

B.

C.

D.

EXHIBIT "B"
COMPENSATION

I. Service Provider shall use the following rates of pay in the performance of the Services:

A. [job] [hourly rate]

B. [job] [hourly rate]

C. [job] [hourly rate]

D. [job] [hourly rate]

E. [job] [hourly rate]

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $_____ per hour without written authorization from the City Manager or his designee.

IV. The total compensation for the Services shall not exceed $_____, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. Service Provider 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 Service Provider, 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.

Service Provider 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 Service Provider and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Service Provider'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 Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Service Provider 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 Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. 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) Service Provider'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, Service Provider's insurance.

(3) Service Provider'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 Service Provider.

C. Other Requirements. Service Provider 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 Service Provider 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. Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider 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 Service Provider 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 Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.