

## **INDEPENDENT CONTRACTOR AGREEMENT**

**RFP NO. SD-2016-12**

### **LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES**

This Agreement, herein referred to as "Agreement" or "Contract" is made by and between the City of Moreno Valley, a California municipal corporation and/or the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92553 hereinafter referred to as "City" and Leivas Lighting, Inc, a Corporation, with its principal place of business at 6370 Brockton Ave., Suite A, Riverside, CA 92506, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

#### **RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. Contractor desires to perform and assume responsibility for the provision of professional landscape lighting and electrical maintenance contracting services required by the City based upon on the term and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional landscape lighting and electrical maintenance contracting services and is licensed in the State of California; if applicable;
- C. The City desires to engage Contractor to render such services for landscape lighting and electrical maintenance as set forth in this agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

## 1. CONTRACTOR INFORMATION:

Contractor's Name	Leivas Lighting
Street Address 1	6370 Brockton Ave., Suite A
Street Address 2	
City, State, Zip	Riverside, CA 92506
Mailing Address 1 (if Different)	12570 Brown Street
Mailing Address 2	
City, State, Zip	Perris, CA 92570
Business Phone (with area code)	951.686.4046
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number (with area code)	
Email Address	randy@leivaslighting.com
Social Security Number	
Business License Number	
Federal Tax ID Number	20-4968002
Contractor's License Number & Classification	950195/C-10

## 2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from October 1, 2016 to June 30, 2017 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

### 3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Randy Leivas.
- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates Randy Leivas, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall

supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds,

if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

“Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy.”

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

(a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date



of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

(c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

(d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

O. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

P. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

Q. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

R. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose

Contractor: Leivas Lighting, Inc.

Contractor Name

12570 Brown Street

Mailing Address
Perris, CA 92570
City, State, Zip
Randy Leivas
Attention:
951.686.4046
Telephone number
randy@leivaslighting.com
Email address

City: CITY OF MORENO VALLEY  
 14331 Frederick Street, Suite 2  
 P. O. Box 88005  
 Moreno Valley, CA 92552-0805  
 Attn: Special Districts Division

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- S. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- T. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- U. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- V. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- W. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- X. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Y. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- Z. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null



and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**SIGNATURE PAGE TO FOLLOW:**

**SIGNATURE PAGE**

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

City of Moreno Valley/City of Moreno  
Valley Community Services District

By:

Title: City Manager, acting in the  
capacity of District Manager to  
the Moreno Valley Community  
Services District

Date:

10.12.16

Contractor

By:

Title: President or Vice President

Date:

9/15/16

**INTERNAL USE ONLY**

ATTEST:

City Clerk

AS APPROVED TO LEGAL FORM:

City Attorney

Date

10-11-16

RECOMMENDED FOR APPROVAL:

Department Head

Date

9/19/16

By:

Title: Corporate Secretary or  
Assistant Secretary  
(If applicable)

Date

9/15/16

Affix Corporate Seal Below  
(If applicable)



## **EXHIBIT A – GENERAL PROVISIONS**

**RFP NO. 2016-012**

### **LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES**

#### **1. GENERAL PROVISIONS - SCOPE OF WORK**

- A. The Contractor shall furnish all labor, equipment, and materials necessary for the maintenance, repair, and replacement of landscape and monument light fixtures, bulbs, timers, photo sensors, wiring, conduit, and irrigation controller electrical systems within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Exhibit A.
- B. The Contractor shall be responsible for carefully reviewing the site(s), and verifying each location of proposed work included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Agreement, nor shall the City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.
- C. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director.

#### **2. GENERAL PROVISIONS - SCHEDULING OF WORK**

- A. The Contractor will adhere to the monthly work schedule submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the City as a basis for determining Contractor's satisfactory performance.
- B. Revisions to monthly work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding monthly work schedules in writing to the City at the address as set forth in Section 3, paragraph R of the Independent Contractor Agreement at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions concerning work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the City for non-performance penalties per Exhibit C, Section 4.

- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- E. For the purposes of this Contract, "Working Days" are Mondays through Fridays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

### **3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES**

- A. For award of the Contract to a Contractor who has not performed landscape lighting and electrical maintenance services for the site(s) as identified within this Contract for the prior year's contracting term, the Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to the City Specifications, including but not limited to the nature and extent of any

deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the City deducting payment of all or part of the Contractor's compensation, as described in Exhibit C, Section 3.

- B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Exhibit G, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears.
- C. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- D. The Director may require the Contractor to attend meetings with the City field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C, Section 4.
- E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name.
- F. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph H. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week.
- G. During normal working hours, the Contractor's Supervisor or designated employee responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the City is the minimum acceptable standard under this Contract. Failure to capably provide regular communication may result in the Contractor being assessed non-performance penalties, per Exhibit C, Section 4.
- H. The Contractor shall respond to an emergency call from any of the parties listed herein this section no later than two (2) hours following first notification by

telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

- |                                       |                                  |
|---------------------------------------|----------------------------------|
| 1. City Manager                       | 6. Landscape Services Supervisor |
| 2. Director of Public Works           | 7. Street Maintenance Supervisor |
| 3. Police Department                  | 8. Landscape Services Inspector  |
| 4. Fire Department                    |                                  |
| 5. Special Districts Division Manager |                                  |

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C, Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

#### **4. GENERAL PROVISIONS - CONTRACTOR'S STAFF**

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the

Contractor liable for assessment of non-performance penalties, per Exhibit C, Section 4.

- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

## **5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES**

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

## **6. GENERAL PROVISIONS - COMPLAINTS**

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the City, per Exhibit C, Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.
- C. In addition to the provisions of Exhibit A, Section 6, paragraph A, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Agreement by Contractor, the City may immediately upon written notice to the Contractor terminate this Agreement.

## **7. GENERAL PROVISIONS - SAFETY**

- A. The Contractor agrees to perform all work as outlined in the provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including



Contractor's employees and subcontractors, agents of the City, District, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2012 (or most current revised version) California Supplement" Part 6 Temporary Traffic Control.

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.
- E. Failure to comply with the provisions of this section of Exhibit A may result in payment deduction per Exhibit C, Section 3, or assessment of non-performance penalties per Exhibit C, Section 4. Repeated failure to comply with the provisions of this section may result in termination of the Agreement, per the terms of the independent Contractor Agreement, Section 3, paragraph N.

## **8. LICENSES AND PERMITS**

The Contractor shall, without additional expense to the City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

## **9. PREVAILING WAGE**

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of

the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City of Moreno Valley, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached Agreement, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

## **10. PAYROLL RECORDS**

- A. The Contractor, and any subcontractor thereunder, shall keep complete accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request certified payroll records for each workman employed in connection with this Contract as required by California Labor Code Section 1776.
- C. The City may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

## **11. SUBSTITUTION OF SECURITIES**

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

## **12. CONTRACTOR'S LIABILITY**

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to the Contractor in connection

with the performance under this Agreement. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

### **13. CONTRACTORS LICENSE**

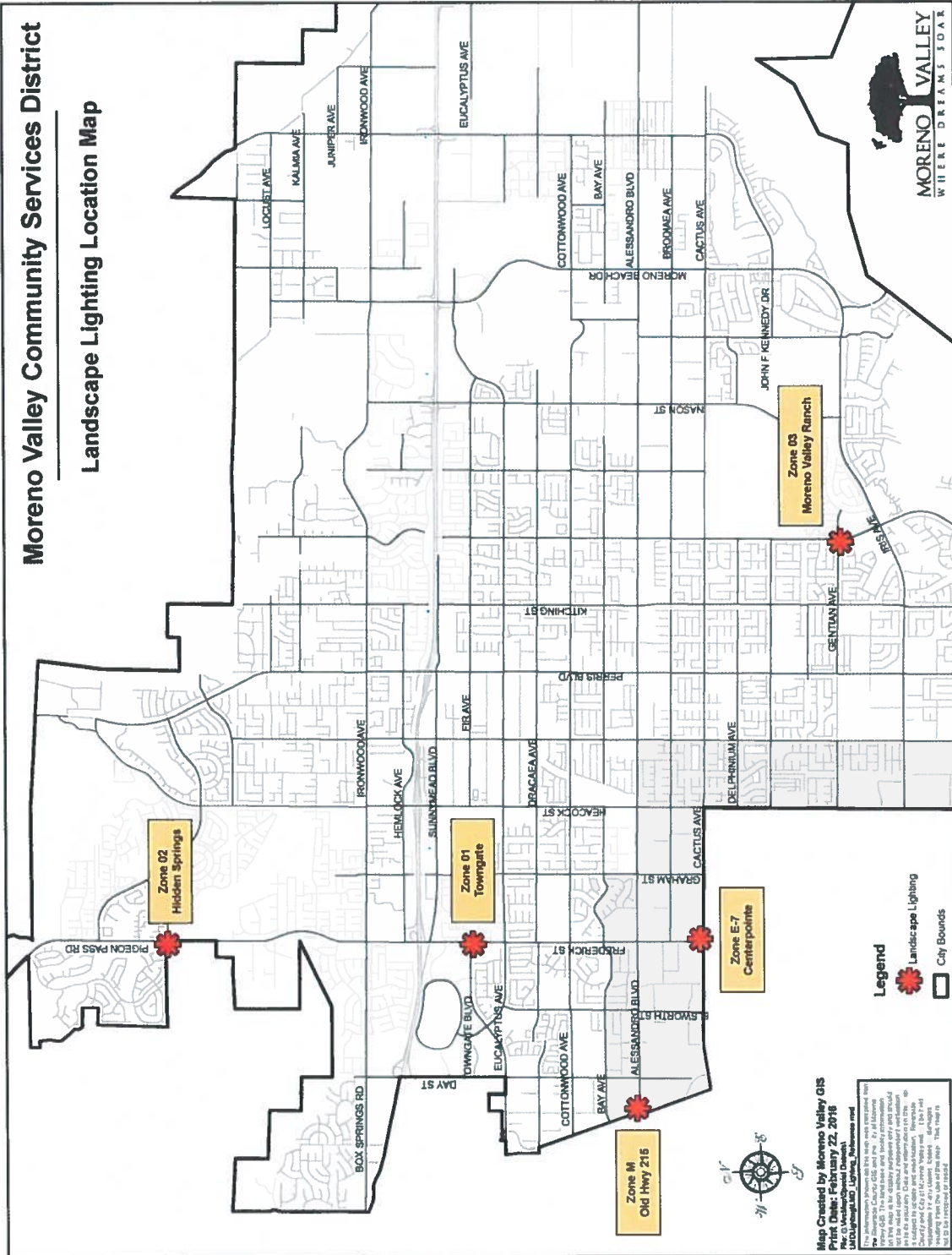
Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

### **14. TECHNICAL PROVISIONS**

- A. Contractor shall perform monthly (once per month) illumination tests of landscape and monument light fixtures in Community Service Districts (CSD) Zone E-7 (Centerpointe) and M (Monuments), and Landscape Maintenance District 2014-02 Zone 01 (Towngate), Zone 02 (Hidden Springs), and Zone 03 (Moreno Valley Ranch – West).
- B. Contractor shall perform electrical repairs, replacements, etc. in compliance with The National Electrical Code, 2014 Edition (or most current), as published by the National Fire Protection Association as well as applicable Federal, State, and local agency laws and regulations.
- C. All electrical equipment used shall conform to the standards of the National Electrical Manufacturers Association (NEMA), the Underwriters Laboratories Inc. (UL), or the Electronic Industries Association as described in Section 209 of the "Greenbook" Standard Specifications for Public Works Construction 2015 Edition.

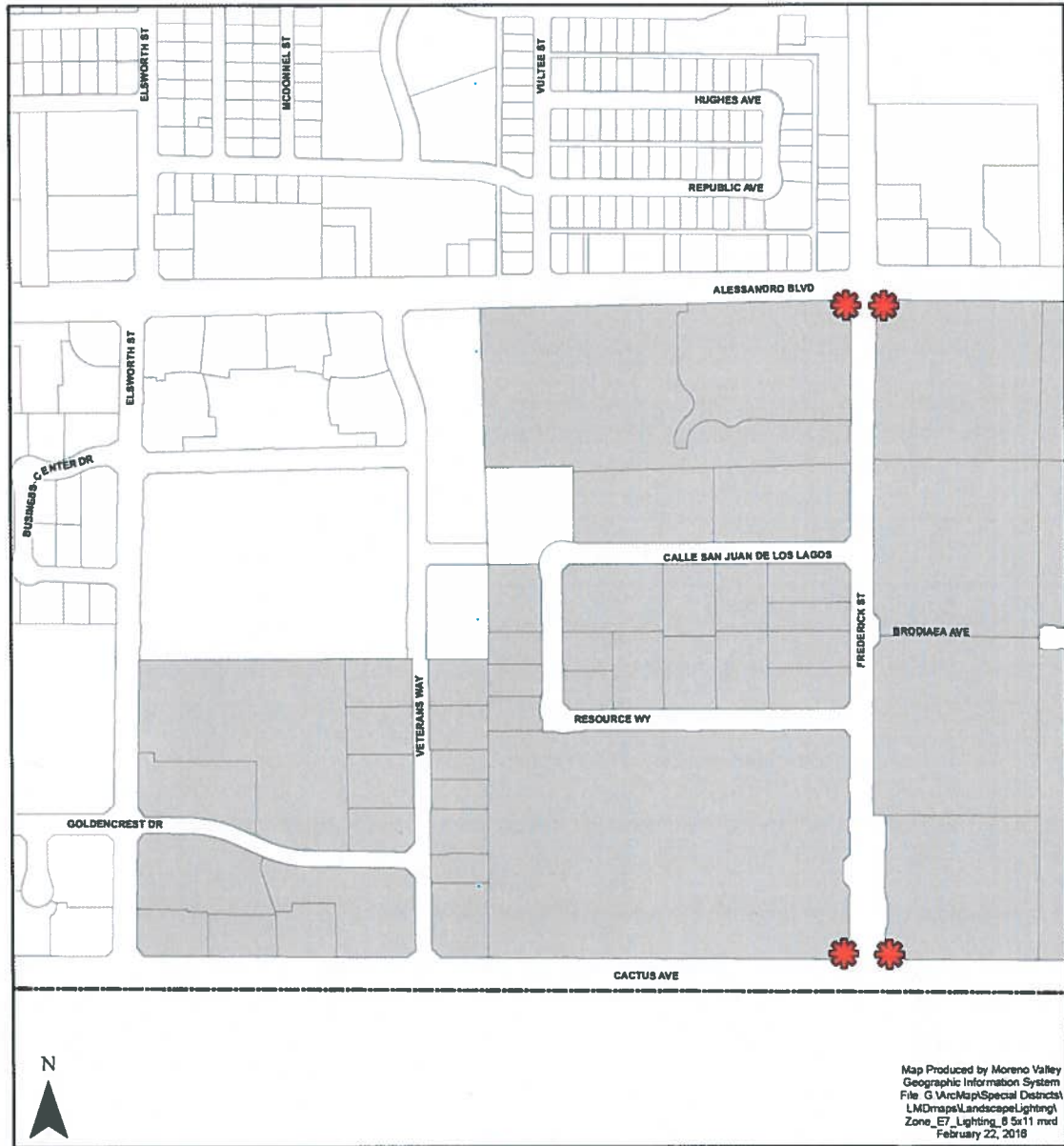
## 15. PROJECT LOCATIONS MAPS

ZONE	LOCATIONS	MAINTENANCE
E-7	4	Illumination Testing
M	2	Illumination Testing
01	3	Illumination Testing
02	1	Illumination Testing
03	10	Illumination Testing




## Moreno Valley Community Services District

### Zone E-7



The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land uses and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or reused.

-  Landscape Lighting
-  Zone E-7 Parcels
-  City Bounds

Map Produced by Moreno Valley  
 Geographic Information System  
 File: G:\ArcMap\Special Districts\LM\Drawings\LandscapeLighting\Zone\_E7\_Lighting\_8.5x11.mxd  
 February 22, 2018



## Moreno Valley Community Services District

### Zone M



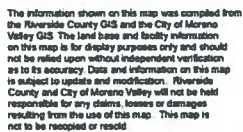
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land lines and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.

-  Landscape Lighting
-  Parcels
-  City Bounds



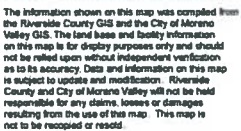


### Zone 01 (Towngate)



MORENO VALLEY  
WHERE DREAMS SOAR

### Zone 02 (Hidden Springs)



## Landscape Lighting



### Zone 02 Parcels

### Landscaped Open Space

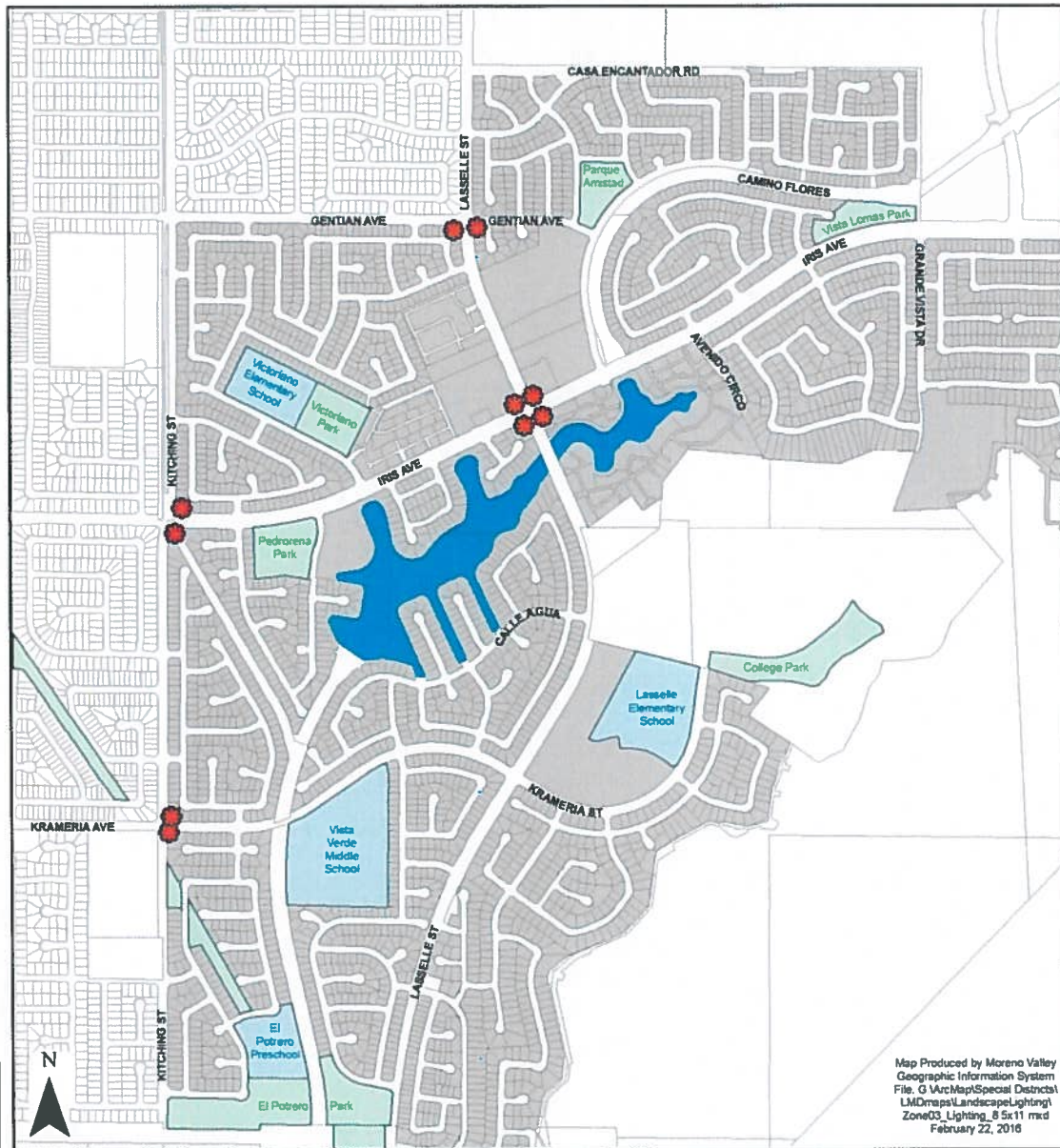


MORENO VALLEY  
WHERE DREAMS SOAR



## Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

### Zone 03 (Moreno Valley Ranch - West)



The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or reused.

 Landscape Lighting  
 Zone 03 Parcels



## **EXHIBIT B: CITY RESPONSIBILITIES**

**RFP NO. 2016-012**

### **LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES**

#### **1. CONTRACT SUPERVISION**

- A. The Contract shall be administered on behalf of the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

#### **2. IRRIGATION CONTROLLER ELECTRICAL SYSTEMS**

The City shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The contractor shall, at the direction of the Director, facilitate the repair of irrigation controller electrical systems. Any necessary corrective work shall be considered Additional Work as defined in Exhibit C, Section 2,

#### **3. UTILITIES**

It shall be the City's duty to provide the utilities necessary for landscape lighting (i.e., electricity and communications) and to maintain landscape appurtenances (i.e., electrical meters and irrigation pedestals). The City will pay the electricity and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

## **EXHIBIT C: PAYMENT TERMS**

**RFP NO. SD-2016-12**

### **LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES**

#### **1. CONTRACTOR'S COMPENSATION**

- A. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moreno-valley.ca.us/edd/b-b-resources.shtml>.

- B. The Contractor will electronically submit an invoice to the District as provided in this Agreement for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice in accordance with the terms as stated herein Exhibit C, subsection 1. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. At no time will the City pay for more service than have been satisfactorily completed and the City's determination of the amount due shall be final.

The Contractor will submit all invoices electronically to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org). Accounts Payable questions can be directed to 951.413.3073.

The Contractor will electronically submit copies of invoices and reports to the Special Districts Division at [specialdistricts@moval.org](mailto:specialdistricts@moval.org). Calls may also be directed to the Special Districts Division at 951.413.3480.

- C. Except where additional compensation is specifically provided for in this Contract, the City will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of four hundred and fifty dollars and 00/100 (\$450.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for nine (9) months shall not exceed Four thousand and fifty dollars and 00/100 (\$4,050.00), as outlined in the attached table, except as provided for herein Exhibit C, Section 2 below.
- D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not

incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moreno-valley.ca.us/city\\_hall/forms.shtml](http://www.moreno-valley.ca.us/city_hall/forms.shtml).

- E. The minimum information required on all invoices includes:
  - 1. Vendor Name, Mailing Address and Phone Number
  - 2. Invoice Date
  - 3. Vendor Invoice Number
  - 4. City – provided Reference Number (Project Title)
  - 5. Detailed work hours by class title (e.g. manager, technician or specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.
- F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.
- G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.
- H. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the City.
- I. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## **2. ADDITIONAL WORK**

- A. During the term of this Contract the City may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Exhibit C, Section 2, paragraph C, herein, in addition to the work set forth in Exhibit A, Section 1, General Provisions - Scope of Work.

If the City determines it to be in the City's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in Exhibit E, Schedule II, Section B or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C,

Section 2, paragraph B, below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the City.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City's work force.
- C. Routine repairs to landscape lighting and electrical maintenance areas shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, section B, and the applicable rate per labor unit, as set forth in Exhibit E, Schedule II, section B, lines 1 and 2. For the purposes of this Contract, routine landscape lighting repairs are defined as replacement of existing bulbs, timers, photo sensors, wiring, conduit, on applicable landscape and monument light fixtures or irrigation controller electrical systems that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft (which includes acts or omissions by third parties).
- D. Except as specifically approved by subsequent action of the City Council and/or District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A, B, and C above in excess of the cumulative total of **NINETEEN THOUSAND, SEVEN HUNDRED AND ZERO/100 DOLLARS (\$19,700.00)** for each contract year during the term of this Contract.

### **3. PAYMENT DEDUCTIONS**

The City may deduct payment to such extent as may be necessary to protect the City from loss due to:

- A. Work required in the General or Technical Provisions which is: not performed, not performed to the standards set forth therein, not performed at or within the time(s) specified therein, or is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

### **4. NON-PERFORMANCE PENALTIES**

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General Provisions at the intervals



and/or frequencies set forth therein, or; perform work as required by the General Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, facsimile transmission, letter, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the City or by the owner of a utility to provide for the removal or relocation of utility facilities.

Service Area	GL ACCOUNT	LOCATIONS	BASE WORK <sup>2</sup> MAINTENANCE	FY 2016/17 <sup>1</sup>			TOTAL
				MONTHLY COST BASE WORK	ANNUAL COST BASE WORK	ADDITIONAL WORK <sup>3</sup>	
E-7	5013-70-79-25713-620910	4	Illumination Testing	\$ 90.00	\$ 810.00	\$ 4,000.00	\$ 4,810.00
M	5112-70-79-25719-620910	2	Illumination Testing	\$ 90.00	\$ 810.00	\$ 600.00	\$ 1,410.00
01	2014-70-79-25721-620910 SD LMD ZN 01-TG	3	Illumination Testing	\$ 90.00	\$ 810.00	\$ 3,500.00	\$ 4,310.00
02	2014-70-79-25721-620910 SD LMD ZN 02-HS	1	Illumination Testing	\$ 90.00	\$ 810.00	\$ 1,000.00	\$ 1,810.00
03	2014-70-79-25721-620910 SD LMD ZN 03-MV/RW	10	Illumination Testing	\$ 90.00	\$ 810.00	\$ 4,000.00	\$ 4,810.00
01A	2014-70-79-25721-620910 SD LMD ZN 01A-RP					\$ 600.00	\$ 600.00
03A	2014-70-79-25721-620910 SD LMD ZN 03A-LPP					\$ 600.00	\$ 600.00
04	2014-70-79-25721-620910 SD LMD ZN 04-MV/RE					\$ 1,200.00	\$ 1,200.00
05	2014-70-79-25721-620910 SD LMD ZN 05-SR					\$ 600.00	\$ 600.00
06	2014-70-79-25721-620910 SD LMD ZN 06-MF					\$ 600.00	\$ 600.00
07	2014-70-79-25721-620910 SD LMD ZN 07-CEL					\$ 600.00	\$ 600.00
08	2014-70-79-25721-620910 SD LMD ZN 08-SM					\$ 600.00	\$ 600.00
WOB	2008-70-29-20450					\$ 600.00	\$ 600.00
E-8	5013-70-79-25714-620910					\$ 600.00	\$ 600.00
S	5114-70-79-25720-620910					\$ 600.00	\$ 600.00
Total				\$ 450.00	\$ 4,050.00	\$ 19,700.00	\$ 23,750.00

<sup>1</sup> FY 2016/17 is for 9 months of monthly testing

<sup>2</sup> Base Work includes routine, monthly testing of lighting fixtures. FY 2016/17 amount assumes start date of October 1, 2016.

<sup>3</sup> Additional Work includes repairs to lighting and irrigation controller pedestals throughout the landscape districts

## **EXHIBIT D: TERM OF CONTRACT**

**RFP NO. 2016-012**

### **LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES**

#### **1. TERM OF CONTRACT**

- A. Following approval by all parties, the Contract will commence on October 1, 2016, and shall terminate June 30, 2017 (9) months thereafter.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of all parties. Written notice of the City's intent to invoke this subsection of the Contract shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B above, the City shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

- D. At the expiration of its term, and with the concurrence of all parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the City's intent to invoke this subsection of the Contract shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Moreno Valley Community Services District does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void effective July 1st of the fiscal year for which such approvals have been denied.



**EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS**

**RFP NO. 2016-012**

**LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES**

RFP NO. 2016-012

LANDSCAPE LIGHTING AND ELECTRICAL MAINTENANCE SERVICES  
ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

- A. Company Name: Leivas Lighting  
TYPE  
☐ Sole proprietor  
☐ Partnership  
☒ Corporation
- B. Company Physical Address  
(Street) 10370 Brockton Ave., Ste A.  
(City, State, Zip) Riverside, CA 92506
- C. Company Mailing Address  
(Street) 12570 Brown Street  
(City, State, Zip) Perris, CA 92570
- D. Business Phone Number ( 951 ) 686-4046
- E. Satellite Office Address (if applicable):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- F. Satellite Office Phone Number ( \_\_\_\_\_ ) \_\_\_\_\_
- G. Contractor's Licensing Information:
1. License number/Classification/Name Style: 950195/C-10
  2. Number of Years Operating Under the Above License Name Style: 10
  3. License Expiration Date: 7/31/2016
  4. Current License Status: Active
  5. Prior actions against this License? ☐ Yes ☒ No
  6. If Yes, list the citation type and how it was resolved:  
\_\_\_\_\_  
\_\_\_\_\_
- H. Company's Federal Identification No.: 20-4968002

I. Name and Title(s) of Company Officers:

Randy Leivas - President  
Richard Leivas - CFO

J. Number of years the company has performed electrical maintenance services:

10

K. Number of years the company has performed electrical maintenance services for public agencies: 8

L. Current Electrical Maintenance Operations

The City recognizes that the information provided in answer to this question is proprietary in nature and therefore the City will keep this information confidential to the extent permitted by law.

Total number of electrical maintenance contracts: 5

Percentage of total contracts with public agencies: 60%

Total dollar value of electrical maintenance contracts: \$260,000.00



## **II: SCHEDULE I – REFERENCES**

Attach Responses to this question on additional sheets – One sheet per reference

- A. List a minimum of three (3) references for public agency electrical maintenance contracts that are either current and/or have been successfully completed within the last two (2) years.
- B. Reference responses must include:
1. Name and address of agency;
  2. Name and telephone number of agency person responsible for administering contract;
  3. Contract name(s) / number(s);
  4. Annual contract amount(s);
  5. Number of locations maintained per contract(s);
  6. Location(s) of contract areas – we will visit site(s);
  7. Length of contract(s).
- C. The following reference questions will be asked of each agency referenced:
1. How many (number of) contracts and years under contract?
  2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
  3. What are/were the Contract amount(s)?
  4. Do/did they have adequate (quantity/quality) staffing?
  5. How are/were the Training/Technical skills (i.e., Equipment Operation/Safety)?
  6. Does staff have the ability to comprehend/speak English?
  7. How are/were the appearance, uniforms, and use of safety equipment?
  8. Do/did they have availability of additional personnel for extra work/special projects?
  9. Is/was the equipment used in good working order?
  10. Do/did they have an effective in-company communications system?
  11. How is/was the knowledge of project/contract standards?
  12. Do/did they have the ability to respond to complaints/requests in a timely fashion?
  13. Are/were they willing to resolve questions, disputes, and deficiencies short of “formal” sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
  14. How accurate & timely is/was billing/invoicing?
  15. Have Contract(s) been successfully completed to term?
  16. Would you accept future proposals/bids from this company?



### **III: SCHEDULE I –PROPOSED PROJECT WORK SCHEDULES**

Following this page is a blank Monthly Schedule Sheet.

Proposers are to complete this schedule sheet by writing in their proposed schedule for performing the services services listed in Exhibit A - Technical Provisions, Section 14.

If selected, the awarded Contractor will provide the City within 30 days after contract execution, mapped work schedules for areas

#### **A. Monthly Schedule Sheet**

1. List all tasks specified to be performed on a weekly or monthly basis for landscape lighting maintenance areas described herein in the box corresponding to the day of the week/month the work is proposed to be performed.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

**MONTHLY SCHEDULE SHEET**

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Zone-M, E7, E1, E2, E3,				
WEEK #2				
WEEK #3				
WEEK #4				

#### **IV: SCHEDULE I – COMMUNICATIONS AND TRAFFIC SAFETY**

##### **A. Communications:**

Exhibit A, Section 3 General Provisions – Functions and Responsibilities requires the selected Contractor possess and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full and comprehensive response.

**B. Traffic safety:**

Exhibit A, Section 7 General Provisions – Safety requires the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2012 (or most current revised version) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

[illegible]

**VI: SCHEDULE I – CERTIFICATION OF NON-DISCRIMINATION**

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE 

PRINTED NAME Randy Leivas

TITLE President

COMPANY NAME Leivas Lighting

DATE 6/29/16

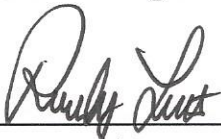


## VII: SCHEDULE I – PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the City of Moreno Valley, the Moreno Valley Community Services District and Leivas Lighting, and further, the aforesaid company may be barred from participation in future City contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Leivas Lighting to the terms of this affirmation (See "INSTRUCTIONS TO PROPOSER", Section D – Signature of Contract Proposal).

For the proposal to be valid, this sheet must be returned with the proposal submission and fully completed with a legible signature and date

SIGNATURE   
PRINTED NAME Randy Leivas  
TITLE President  
COMPANY NAME Leivas Lighting  
DATE 6/29/16

**I: SCHEDULE II – PROPOSAL SCHEDULE**

PROPOSER: LEIVAS LIGHTING  
(Company Name)

**A. LANDSCAPE LIGHTING MAINTENANCE:**

ZONE	LOCATIONS	MAINTENANCE	COST PER MONTH	COST PER 12 MONTHS
E-7	4	Illumination Testing	\$ 90.00	\$ 1080.00
M	2	Illumination Testing	\$ 90.00	\$ 1080.00
01	3	Illumination Testing	\$ 90.00	\$ 1080.00
02	1	Illumination Testing	\$ 90.00	\$ 1080.00
03	10	Illumination Testing	\$ 90.00	\$ 1080.00
<b>Total</b>			<b>\$ 450.00</b>	<b>\$ 5400.00</b>

The total amount of the service shall be the combined Total 12 Month Cost for each of the Zones as identified in the table above.

Figures: 5400 and 00 /100's Dollars

Words: Fifty Four Hundred Dollars and 00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein. Any modification to the number of occurrences for any service shall be made per written direction by the City. Service occurrences may be modified with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of landscape lighting as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). \_\_\_\_\_ has/have been received and is/are made a part of this proposal.

[Signature] PRESIDENT  
(Authorized Signature and Title)

6/29/16  
(Date)



**B. ADDITIONAL WORK PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

Prices for Additional Work and Repairs shall include, but are not limited to, those situations where Additional Work may be required, as referenced in Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. Repair Work	@	\$	80. <sup>00</sup>	/hour
2. Emergency Repairs	@	\$	80. <sup>00</sup>	/hour
3. Replacement parts at the Contractor's price plus			15%	%

Advance notice of 1 hour(s) is/are required for service during Contractor's normal business hours.

PROPOSER: Leivas Lighting  
(Company Name)

  
(Authorized Signature and Title)

6/20/16  
(Date)

## II: SCHEDULE II - CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

**TOTAL BASE COMPENSATION AMOUNT** (From Exhibit E, Schedule II A. "Proposal Schedule"):

\_\_\_\_\_  
(Dollar Amount in Words)

\$ \_\_\_\_\_

\_\_\_\_\_  
(Dollar Amount in Figures)

Date: \_\_\_\_\_

Proposer: \_\_\_\_\_

Leivas Lighting  
(Company Name)

By: \_\_\_\_\_

[Signature]  
(Signature)

Title: \_\_\_\_\_

President

State License Number and Classification: \_\_\_\_\_

950195 / C-10

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF \_\_\_\_\_

California

(Corporate Seal)

PRESIDENT

SECRETARY

[Signature]



### III: SCHEDULE II - NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA )  
COUNTY OF Riverside )§

(NAME) Laura Kahnis Notary Public, affiant

being first duly sworn, deposes and says:

That he or she Randy Leivas of  
(Sole Owner, Partner or other proper title)

Leivas Lighting  
(Contractor)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Randy Leivas

Bidder's Address: 10370 Brockton Ave., Ste. A  
Riverside, CA 92506

Telephone No.: (951) 6086-4046

Randy Leivas 6/29/16  
(Signature of Bidder)

President  
(Title)

**ALL SIGNATURES MUST BE NOTARIZED**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Riverside

On 6/29/16  
Date

before me,

Laura Kahnis Notary Public  
Here Insert Name and Title of the Officer

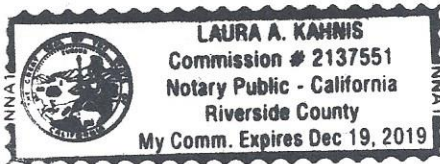
personally appeared

Randy Leiva  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Laura Kahnis  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Affidavit Document Date: 6/29/16

Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Randy Leiva

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator

☒ Other: President & Owner

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## REFERENCES

### **City of Moreno Valley**

P.O. Box 88005

Moreno Valley, CA 92552-0805

CONTACT INFO: Daniel Monto: Senior Landscaping Service Inspector/951-413-3485/danielm@moval.org

**Annual Contract Amount:** \$1,800.00

**Number of Locations Maintained Per Contract:** 5

#### **Location of Contact Areas:**

Zone E1: Day St. & Camps Pkwy, Towngate & Frederick

Zone E2: Pigeon Pass & Hidden Springs

Zone E3: Laselle& Gentian, Laselle & Iris, Kitching & Iris, Kitching & Krameria

Zone E7: Cactus & Fredrick, Alessandro & Frederick

Zone M: Alessandro & 215 Fwy

**Length of Contract:** 4 Years

## REFERENCES

### **City of Moreno Valley**

P.O. Box 88005

Moreno Valley, CA 92552-0805

CONTACT INFO: Daniel Monto: Senior Landscaping Service Inspector/951-413-3485/danielm@moval.org

**Annual Contract Amount:** \$30,542.78

**Number of Locations Maintained Per Contract:** 5

#### **Location of Contact Areas:**

Zone E1: Day St. & Camps Pkwy, Towngate & Frederick

Zone E2: Pigeon Pass & Hidden Springs

Zone E3: Laselle & Gentian, Laselle & Iris, Kitching & Iris, Kitching & Krameria

Zone E7: Cactus & Fredrick, Alessandro & Frederick

Zone M: Alessandro & 215 Fwy

**Length of Contract:** 4 Years



## REFERENCES (Cont.)

### **Orange County Sheriff**

Development Facilities Operation

431 The City Drive South

Orange, CA 92868

CONTACT INFO: John Radu 714-935-6841/jradu@ocsd.org

**Annual Contract Amount:** \$98,000

**Number of Locations Maintained Per Contract:** 9

#### **Location of Contact Areas:**

HEADQUARTERS: 550 N. Flower St., Santa Ana, CA 92703

CORONER/MORGE: 1071 W. Santa Ana Blvd., Santa Ana, CA 92703

BRAD GATES: 320 N. Flower St., Santa Ana, CA 92703

LOMA RIDGE: 2644 Santiago Canyon Rd., Orange, CA 92676

STANTON STATION: 1110 Cedar St., Stanton, CA 90680

ALISO STATION: 11 Journey, Aliso Viejo, CA 92656

RESEARCH & DEVELOPMENT: 431 The City Dr., Orange, CA 92868

KATELLA TRAINING: 1900 W. Katella Ave., Orange, CA 92867

SADDLEBACK STATION: 20202 Windrow Dr., Lake Forest, CA 92630

**Length of Contract:** 5 Years

## REFERENCES (Cont.)

### **Orange County Sheriff**

Development Facilities Operation

431 The City Drive South

Orange, CA 92868

CONTACT INFO: John Radu 714-935-6841/jradu@ocsd.org

**Annual Contract Amount:** \$98,000 (not to exceed \$196,000.00 in 2 Years)

**Number of Locations Maintained Per Contract:** 9

#### **Location of Contact Areas:**

HEADQUARTERS: 550 N. Flower St., Santa Ana, CA 92703

CORONER/MORGE: 1071 W. Santa Ana Blvd., Santa Ana, CA 92703

BRAD GATES: 320 N. Flower St., Santa Ana, CA 92703

LOMA RIDGE: 2644 Santiago Canyon Rd., Orange, CA 92676

STANTON STATION: 1110 Cedar St., Stanton, CA 90680

ALISO STATION: 11 Journey, Aliso Viejo, CA 92656

RESEARCH & DEVELOPMENT: 431 The City Dr., Orange, CA 92868

KATELLA TRAINING: 1900 W. Katella Ave., Orange, CA 92867

SADDLEBACK STATION: 20202 Windrow Dr., Lake Forest, CA 92630

**Length of Contract:** 5 Years

## REFERENCES (Cont.)

### **Four Seasons at Palm Springs Community Association**

3800 Four Seasons Blvd.

Palm Springs, CA 92262

CONTACT INFO: Jim Rush/760-323-3008/jrush@euclidmanagement.com

**Annual Contract Amount:** \$11,500.00

**Number of Locations Maintained Per Contract:** 1

#### **Location of Contact Areas:**

The Lodge (Interior/Exterior)

3800 Four Seasons Blvd.

Palm Springs, CA 92262

**Length of Contract:** 1 Year (Continuing on month-month basis after initial 12-month contract is expired)